

Exhibit A

SUMMONS
COURT OF COMMON PLEAS
LAKE COUNTY OHIO

ROHALEY AND SON AUTOMOTIVE INC et al
Plaintiff

VS.

Case Number: **18CV001799**

Judge VINCENT A. CULOTTA

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
Defendant

To the following named DEFENDANT(S):

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA
ONE TOWER SQUARE
HARTFORD CT 06183

You have been named a Defendant in a complaint filed in the Lake County Court of Common Pleas, Lake County Courthouse, Painesville, Ohio. A copy of the complaint is attached hereto. The name and address of the plaintiff's attorney is:

HAROLD POLLOCK ESQ
HAROLD POLLOCK CO. LPA
5900 HARPER ROAD, SUITE 107
SOLON OH 44139

You are hereby summoned and required to do the following:

1. Within 28 days after service of this Summons upon you, serve a copy of an Answer to the Complaint on the Plaintiff's Attorney or on the Plaintiff, if he/she has no attorney of record;
2. Within 3 days after you serve the Plaintiff or the Plaintiff's Attorney, file an Answer with your original signature with the Lake County Clerk of Court.

Calculations of time are exclusive of the day of service.

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

CORPORATE LITIGATION
HARTFORD

NOV 09 2018

RECEIVED PM

November 7, 2018

Maureen G. Kelly
Clerk, Court of Common Pleas
Lake County, Ohio
25 N. Park Place
Painesville OH 44077

By Kristi Doerrige
Deputy Clerk

SCANNED

NOV 09 2018

CORPORATE LITIGATION

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

ROHALEY AND SON
AUTOMOTIVE, INC.
AKA ROHALEY AND SON
AUTOMOTIVE
7481 Brenel Drive
Mentor, OH 44060

) CASE NO.

)

) JUDGE

)

)

)

CHAD M. LEONARD
7481 Brenel Drive
Mentor, OH 44060

18CV001799
VINCENT A. CULOTTA

CHAD M. LEONARD
HOLDINGS, INC.
7481 Brenel Drive
Mentor, OH 44060

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Plaintiffs,

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vs.

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TRAVELERS CASUALTY INSURANCE
COMPANY OF AMERICA

)

)

One Tower Square
Hartford, CT 06183

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Defendant.

)

COMPLAINT

(Trial By Jury Demanded)

Now come Plaintiffs Rohaley and Son Automotive, Inc., Chad M. Leonard and Chad M. Leonard Holdings, Inc. (hereinafter collectively referred to as "Plaintiffs") by and through undersigned counsel, and for their Complaint against Defendant Travelers Casualty Insurance Company of America (hereinafter "Defendant"), state as follows:

PARTIES

1. Plaintiff Rohaley & Son Automotive, Inc. is a corporation, in good standing, organized and existing under the laws of the State of Ohio with its principal place of business located at 748 Brenel Drive, Mentor, Ohio 44060, that has an interest in Rohaley & Son Automotive, Inc.

2. Plaintiff Chad M. Leonard is an adult resident of Concord Township, Lake County, Ohio, who has an interest in Rohaley & Son Automotive, Inc.

3. Plaintiff Chad M. Leonard Holdings, Inc. is a corporation, in good standing, organized and existing under the laws of the State of Ohio with its principal place of business located at 748 Brenel Drive, Mentor, Ohio 44060, that has an interest in Rohaley & Son Automotive, Inc.

4. Upon information and belief, Defendant Travelers Casualty Insurance Company of America is an insurance company incorporated under the laws of the State of Minnesota with its principal place of business in Hartford, Connecticut, which conducts business in Lake County, Ohio.

JURISDICTION AND VENUE

5. Plaintiffs re-allege and re-aver each and every allegation contained in Paragraphs 1 through 3 of this Complaint as if fully rewritten herein.

6. This Court has subject matter jurisdiction over the claims set forth in Plaintiffs' Complaint.

7. This Court has personal jurisdiction over Defendant.

8. This action is properly venued in this Court.

FACTS

9. Plaintiffs re-allege and re-aver each and every allegation contained in Paragraphs 1 through 8 of this Complaint as if fully rewritten herein.

10. Defendant sold Plaintiffs commercial general liability insurance and businessowners property coverage.

11. A copy of the Declaration and Policy regarding the liability insurance Defendant sold to Plaintiffs is attached hereto as Exhibit "A" and made a part hereof (hereinafter "Insurance Policy").

12. The effective date of the Insurance Policy was December 16, 2015 through December 16, 2016, and renewed on December 16, 2016.

13. Upon information and belief, the Insurance Policy was a claims made policy.

14. The Insurance Policy provides that a claim will be deemed to have been first made against the insured when any insured first receives written notice of the claim.

15. On or about May 24, 2017, Plaintiffs reported losses of equipment, tools, vehicles, lost profits and parts to Defendant.

16. On or about July 24, 2017, Defendant denied coverage pursuant to a letter from Defendant explaining the details for the denial.

17. On or about August 17, 2017, a letter from Plaintiffs was sent to Defendant appealing the denial. A copy of said letter is attached hereto as Exhibit "B" and made a part hereof.

18. On or about March 14, 2018, Defendant again rejected and denied the claim pursuant to the explanation detailed therein. A copy of said letter is attached hereto as Exhibit "C" and made a part hereof.

19. Defendant's denial of Plaintiffs' claim under the insurance was contrary to the terms of the insurance policy.

20. As a direct and proximate result of Defendant's failure to honor Plaintiff's claim, Plaintiff has been damaged in an amount in excess of \$25,000.

COUNT I

(Breach of Contract)

21. Plaintiffs re-allege and re-aver each and every allegation contained in Paragraphs 1 through 20 of this Complaint as if fully rewritten herein.

22. The Insurance Policy constitutes a contract between Plaintiffs and Defendant.

23. Plaintiffs complied with all conditions precedent for coverage of the claim it had submitted to Defendant pursuant to the terms of the Insurance Policy.

24. Defendant breached the provisions of the Insurance Policy in failing to pay Plaintiffs' claim.

25. Defendant's failure to pay Plaintiffs' claim constitutes a breach of the Insurance Policy.

26. As a direct and proximate result of Defendant's breach of Plaintiff's contract, Plaintiff is entitled to damages in an amount in excess of \$25,000.00.

COUNT II

(Declaratory Judgment)

27. Plaintiffs re-allege and re-aver each and every allegation contained in Paragraphs 1 through 26 of this Complaint as if fully rewritten herein.

28. A real and justifiable controversy exists between Plaintiffs and Defendants as to Plaintiffs' rights to coverage for the claim made under the terms of the Policy.

29. The controversy between Plaintiff and Defendants is justiciable in character.

30. A speedy resolution to the controversy between Plaintiff and Defendants is necessary to the preservation of the rights of Plaintiff.

31. Speedy relief is necessary to preserve the rights of the parties.

32. Plaintiff is entitled to bring this declaratory judgment action pursuant to Ohio Revised Code Section 2721.03.

33. Plaintiffs are entitled to a declaratory judgment that Defendant is obligated to provide coverage for the claim made under the terms of the Insurance Policy as well as adjudication of the extent of damages owed by Defendant to Plaintiffs under the terms of the Policy.

COUNT III

(Bad Faith)

34. Plaintiffs re-allege and re-aver each and every allegation contained in Paragraphs 1 through 33 of this Complaint as if fully rewritten herein.

35. Pursuant to the terms of the Insurance Policy and/or applicable law, Defendant owed a duty to Plaintiffs to act in good faith in handling and paying Plaintiffs' claim under the terms of the Insurance Policy.

36. Defendant has breached its duty of good faith owed to Plaintiffs by, among other acts, failing to timely adjust the claim and denying coverage for the claim.

37. Defendant's conduct towards Plaintiffs as described above lacked reasonable justification.

38. As a direct and proximate result of Defendant's breach of its duty of good faith, Plaintiffs have sustained damage in an amount in excess of \$25,000 as well as incurring attorneys' fees.

WHEREFORE, for the foregoing reasons, Plaintiffs respectfully request that this Honorable Court render a judgment in Plaintiffs favor against Defendant and provide Plaintiffs with the following relief:

Issuing a declaratory judgment declaring that Plaintiffs are entitled to coverage under the terms of the Policy for the loss;

Awarding a money judgment from Defendant to Plaintiffs in an amount in excess of \$25,000.00 for compensatory damages related to the Loss;

Awarding a money judgment from Defendant to Plaintiffs in an amount in excess of \$25,000.00 for punitive damages related to Defendant's breach of its fiduciary duty and bad faith;

An award from Defendant to Plaintiffs for attorneys' fees;

Pre- and post-judgment interest;

An award of costs from Defendant to Plaintiffs;

Such other and further relief as this Honorable Court may deem appropriate and equitable.

Respectfully submitted,

HAROLD POLLOCK CO., L.P.A.

By: Harold Pollock

Harold Pollock (0009271)

Attorney for Plaintiffs

5900 Harper Road

Suite 107

Solon, Ohio 44139

Tel. (440) 528-0200

Fax (440) 528-0157

esq@pollock-law.com

EXHIBIT A



Report Claims Immediately by Calling*

1-800-238-6225

Speak directly with a claim professional

24 hours a day, 365 days a year

**Unless Your Policy Requires Written Notice or Reporting*

GARAGE PAC

GARAGE - GENERAL REPAIR WITHOUT GAS SALES



A Custom Insurance Policy Prepared for:

**ROHALEY AND SON
C/O CHAD LEONARD
8654 & 56 TWINBROOK RD
8656 TWINBROOK RD
MENTOR OH 44060**

Presented by: L A B ENTERPRISES INC



One Tower Square, Hartford, Connecticut 06183

RENEWAL CERTIFICATE

COMMON POLICY DECLARATIONS
GARAGE PAC
BUSINESS: GARAGE - GENERAL

POLICY NO.: 680-08628194-15-42
ISSUE DATE: 11/03/2015

INSURING COMPANY:
TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

ROHAEY AND SON
C/O CHAD LEONARD
8654 & 56 TWINBROOK RD
8656 TWINBROOK RD
MENTOR OH 44060

2. POLICY PERIOD: From 12/16/2015 to 12/16/2016 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS:

PREM. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
001	001	GARAGE - GENERAL	8654 TWINBROOK RD & 56 MENTOR OH 44060

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS AND SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	ACJ

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
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DIRECT BILL

7. PREMIUM SUMMARY:

SUBJECT TO ADJUST

Provisional Premium	\$ 4,474.00
Due at Inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER

COUNTERSIGNED BY:

L A B ENTERPRISES INC
PO BOX 262

CMJ87

CHESTERLAND

OH 44026

Authorized Representative

IL TO 25 08 01 (Page 1 of 01)

DATE: 11/03/2015

Office: CLEVELAND OH DOWN

TRAVELERS 

One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

GARAGE PAC

POLICY NO.: 680-0E628194-15-42

ISSUE DATE: 11/03/2015

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 12-16-15 to 12-16-16 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.
Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Fine Arts: \$ 50,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

MP 10 01 02 05 (Page 1 of 2)

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001

BUILDING NO.: 001

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY	\$	656,540	RC*	N/A	0.0%
*Replacement Cost					

COVERAGE EXTENSIONS:

Accounts Receivable	\$	25,000
Valuable Papers	\$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

POLICY NUMBER: 680-0B628194-15-42

EFFECTIVE DATE: 12/16/2015

ISSUE DATE: 11/03/2015

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 13 02 05	COMMON POLICY DECLARATIONS
* IL T0 25 08 01	RENEWAL CERTIFICATE
* MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
* IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 65 02 05	GARAGE PAC - AMENDATORY PROVISIONS
* MP T3 25 01 15	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T9 70 03 06	POWER PAC ENDORSEMENT
CP 01 23 04 08	OHIO CHARGES

COMMERCIAL GENERAL LIABILITY

* CG T0 07 03 96	DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 10 01
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
* CG D4 71 01 15	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
MP T3 28 11 03	OPERATION OF CUSTOMERS AUTOS - GARAGE OPERATIONS
CG D0 37 04 05	OTHER INSURANCE - ADDITIONAL INSUREDS
CG D1 86 11 03	XTEND ENDORSEMENT
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
CG D4 13 04 06	AMEND COVG - POLLUTION-EQUIP EXCEPTION
* MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
* MP T3 03 11 03	GARAGEKEEPERS LIABILITY
CG D2 56 11 03	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 05 14	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS
CG D4 21 07 08	AMEND GENERAL LIAB EXCL - EXC TO NAMED INS

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

POLICY NUMBER: 680-0E628194-15-42

EFFECTIVE DATE: 12/16/2015

ISSUE DATE: 11/03/2015

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D6 16 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
* CG D7 46 01 15	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 26 06 99	EXCLUSION - TOBACCO
CG D2 42 01 02	EXCLUSION - WAR
CG T4 78 02 90	EXCLUSION - ASBESTOS
CG T9 29 07 86	OCCURRENCE - WEST VIRGINIA AND OHIO

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
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INTERLINE ENDORSEMENTS

* IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
* IL T4 14 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 44 09 07	OHIO CHANGES - CANCELLATION AND NONRENEWAL

* TEXT IN THIS FORM HAS CHANGED, OR THE FORM WAS NOT ON POLICY BEFORE.

BUSINESSOWNERS



BUSINESSOWNERS

BUSINESSOWNERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

The Federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). "Act Of Terrorism" is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

85% with respect to such Insured Losses occurring in calendar year 2015.

84% with respect to such Insured Losses occurring in calendar year 2016.

83% with respect to such Insured Losses occurring in calendar year 2017.

82% with respect to such Insured Losses occurring in calendar year 2018.

81% with respect to such Insured Losses occurring in calendar year 2019.

80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

The charge for such Insured Losses under this Coverage Part is included in the Coverage Part premium. The charge for such Insured Losses that has been included for this Coverage Part is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA:

- 4% of your total Businessowners Coverage Part premium if your primary location is in a Designated City (as listed below).
- 2% of your total Businessowners Coverage Part premium if your primary location is not in a Designated City (as listed below).

BUSINESSOWNERS

Designated Cities are:			
Albuquerque, NM	El Paso, TX	Miami, FL	San Diego, CA
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Antonio, TX
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	
Detroit, MI	Mesa, AZ	Sacramento, CA	

GENERAL LIABILITY



GENERAL LIABILITY

DECLARATIONS PREMIUM SCHEDULE
Issue Date: 11/03/2015

Policy Number: 680-08628194-15-42

This Schedule applies to the Declarations for the period of 12/16/2015 to 12/16/2016.

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

LOC/ OPN NO.	BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
001	001	GARAGE - GENERAL REPAIR WITHOUT GAS SALES		e 6.0	234	\$ 1,405

* This class is subject to the transition program.

☐ If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG T0 T2.

Premium Base Legend:

Premium Base

a = area
c = cost
e = employees
m = admissions
p = payroll

How Rates Apply

per 1000 sq. feet
per \$1000 of total cost
per employee
per 1000 of admissions
per \$1000 of payroll

Premium Base

s = gross sales
u = units
t =

How Rates Apply

per \$1000 of gross sales
per unit
This premium base is reserved
for unusual applications. Base
and how rates apply are shown
above.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COVERAGE B – PERSONAL AND
ADVERTISING INJURY LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

**A. AMENDMENT OF DEFINITION OF PERSONAL
AND ADVERTISING INJURY**

The following replaces the definition of "personal and advertising injury" in the **DEFINITIONS** Section:

"Personal and advertising injury" means "personal injury" or "advertising injury".

**B. AMENDMENT OF CONTRACTUAL LIABILITY
EXCLUSION – EXCEPTION FOR DAMAGES
BECAUSE OF PERSONAL INJURY ASSUMED
BY NAMED INSURED IN AN INSURED CON-
TRACT**

1. The following is added to Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of

**Paragraph 2. of SUPPLEMENTARY PAY-
MENTS – COVERAGES A AND B:**

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces the first paragraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**C. ADDITION OF ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATI-
ON EXCLUSION**

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

**Access Or Disclosure Of Confidential Or Per-
sonal Information**

"Personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

D. AMENDMENT OF OTHER EXCLUSIONS

1. The following replaces Exclusion b., **Material**

COMMERCIAL GENERAL LIABILITY

Published With Knowledge Of Falsity, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

b. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

2. The following replaces Exclusion c., Material Published Prior To Policy Period, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

c. Material Published Or Used Prior To Policy Period

(1) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

3. The following replaces Exclusion f., Breach Of Contract, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

4. The following replaces Exclusion g., Quality Or Performance Of Goods – Failure To Conform To Statements, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

5. The following replaces Exclusion h., Wrong Description Of Prices, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

6. The following replaces Exclusion i., Infringement Of Copyright, Patent, Trademark, Or Trade Secret, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

i. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

7. The following replaces Exclusion j., Insureds In Media And Internet Type Businesses, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

j. Insureds In Media And Internet Type Businesses

COMMERCIAL GENERAL LIABILITY

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
 - (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.
8. The following replaces Paragraph (2) of Exclusion n., **Pollution-Related**, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:
- (2) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

E. AMENDMENT OF WHO IS AN INSURED

The following replaces the introductory phrase of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

- (1) "Bodily injury" or "personal injury":

F. AMENDMENT OF LIMITS OF INSURANCE

The following replaces Paragraph 4. of SECTION III – LIMITS OF INSURANCE:

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all

"personal injury" and "advertising injury" sustained by any one person or organization.

G. ADDITIONAL DEFINITIONS

The following is added to the DEFINITIONS Section:

"Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

"Broadcasting" means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.

"Personal injury":

COMMERCIAL GENERAL LIABILITY

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

or

(5) Oral or written publication, including publication by electronic means, of material that:

- (a) Appropriates a person's name, voice, photograph or likeness; or
- (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a, above.

"Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

- (1) Any person or organization, other than you; or
- (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

POLICY NUMBER: 680-0E628194-15-42

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 11/03/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS**A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under Section I – Coverage A – Bodily Injury And Property Damage Liability applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under Section I – Coverage A – Bodily Injury And Property Damage Liability, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of Section V – Definitions is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

POLICY NUMBER: 680-02628194-15-42

BUSINESSOWNERS
ISSUE DATE: 11/03/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LIABILITY**GARAGEKEEPERS LIABILITY SCHEDULE**

Comprehensive Coverage

LIMIT OF INSURANCE FOR EACH LOCATION

\$ 60,000 minus \$ 250 deductible for each "customer's auto" for loss caused by theft, mischief or vandalism subject to a \$ 1,250 maximum deductible for all such loss in any one event.

Collision Coverage

\$ 60,000 minus \$ 500 deductible for each "customer's auto".

Insurance is provided at the following locations:

Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
001	001								

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the **COMMON POLICY CONDITIONS, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which is amended to apply to this insurance, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**, and the **DEFINITIONS** Section, as amended by **PROVISION A** of this endorsement.

GARAGEKEEPERS LIABILITY applies on the following coverage basis:

- ☒ **DIRECT PRIMARY.** If this box is checked, coverage applies without regard to the "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.
- ☐ **LEGAL LIABILITY.** If this box is checked, coverage applies on the basis of the "insured's" legal liability.

PROVISIONS**A. WORDS AND PHRASES WITH SPECIAL MEANING**

As used in this GARAGEKEEPERS COVERAGE endorsement:

1. "Customer's Auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any "customer's auto" while left with you for service, repair, storage, parking or safekeeping. Customers include

your "employees" and members of their households who pay for services performed.

2. "Garage Operations" means the ownership, maintenance or use of locations for the purpose of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage Operations" also include all operations necessary or incidental to the performance of garage operations.

BUSINESSOWNERS

3. "Work you performed" includes work that someone performed for you.
4. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

B. WE WILL PAY

1. We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
 - b. Collision Coverage. Caused by:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
2. We will have the right and duty to defend any insured against a "suit" seeking these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

C. WE WILL NOT COVER - EXCLUSIONS

1. This insurance does not apply to any of the following:
 - a. **Contractual Operations.** Liability resulting from any contract or agreement by which the insured accepts responsibility for "loss".
 - b. **Theft.** "Loss" due to theft or conversion caused in any way by you, your "employees", or by your partners, members, directors or shareholders.
 - c. **Defective Parts.** Defective parts or materials.
 - d. **Faulty Work.** Faulty "work you performed".
2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Equipment designed or used for the detection or location of radar.

D. WHO IS AN INSURED

The following are insureds for "loss" to "customer's autos":

1. You.
2. Your partners, "employees", directors or shareholders while acting within the scope of their duties as such.
3. If you are designated in the Declarations as an individual, your spouse is an insured, but only with respect to the conduct of a business of which you are the sole owner.
4. If you are designated in the Declarations a partnership or joint venture, your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
5. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
6. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

E. LIMIT OF INSURANCE AND DEDUCTIBLE

1. Regardless of the number of "customer's autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule above for that location minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.

BUSINESSOWNERS

2. The maximum deductible stated in the Schedule above for Garagekeepers Coverage Comprehensive is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.
4. Any deductible will apply only to the amount of "loss" and will not reduce our limit of liability.
5. The Garagekeepers Coverage Limits are additional limits and do not reduce the per occurrence or aggregate limits under the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

F. LOSS CONDITIONS

1. Appraisal For Garagekeepers Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a

competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Loss Payment -- Garagekeepers Coverage

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "customer's auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions, of SECTION 1 – COVERAGES – COVERAGE A
BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**INTERLINE
ENDORSEMENTS**



**INTERLINE
ENDORSEMENTS**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COMMON POLICY CONDITIONS –
PROHIBITED COVERAGE – UNLICENSED INSURANCE
AND TRADE OR ECONOMIC SANCTIONS**

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.



Report Claims Immediately by Calling*

1-800-238-6225

Speak directly with a claim professional

24 hours a day, 365 days a year

***Unless Your Policy Requires Written Notice or Reporting**

GARAGE PAC

GARAGE - GENERAL REPAIR WITHOUT GAS SALES



A Custom Insurance Policy Prepared for:

**ROHALEY AND SON
CHAD LEONARD
8654 TWINBROOK RD
8656 TWINBROOK RD
MENTOR OH 44060**

Presented by: L A B ENTERPRISES INC



One Tower Square, Hartford, Connecticut 06183

COMMON POLICY DECLARATIONS

GARAGE PAC

BUSINESS: GARAGE - GENERAL

POLICY NO.: 680-9D755272-14-42-

ISSUE DATE: 12/16/2013

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

ROHALEY AND SON

CHAD LEONARD

8654 TWINBROOK RD

8656 TWINBROOK RD

MENTOR OH 44060

2. **POLICY PERIOD:** From 01/01/2014 to 01/01/2015 12:01 A.M. Standard Time at your mailing address.**3. DESCRIPTION OF PREMISES:**

PREM. LOC. NO. BLDG. NO. OCCUPANCY			ADDRESS
			(same as Mailing Address unless specified otherwise)
001	001	GARAGE - GENERAL	8654 TWINBROOK RD MENTOR OH 44060

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	AC3

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorsements for which symbol numbers are attached on a separate listing.

6. **SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
--------	---------------	------------------

DIRECT BILL**7. PREMIUM SUMMARY:****SUBJECT TO ADJUST**

Provisional Premium	\$ 4,128.00
Due at inception	\$
Due at Each	\$

NAME AND ADDRESS OF AGENT OR BROKER**COUNTERSIGNED BY:**

L A B ENTERPRISES INC CMJ87
PO BOX 262

CHESTERLAND OH 44026

IL TO 19 02 05 (Page 1 of 01)

Office: CLEVELAND OH DOWN

Authorized Representative

DATE: 12/16/2013



One Tower Square, Hartford, Connecticut 06183

BUSINESSOWNERS COVERAGE PART DECLARATIONS

GARAGE PAC

POLICY NO.: 680-9D755272-14-42-

ISSUE DATE: 12/16/2013

INSURING COMPANY:

TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

POLICY PERIOD:

From 01-01-14 to 01-01-15 12:01 A.M. Standard Time at your mailing address

FORM OF BUSINESS: CORPORATION

COVERAGES AND LIMITS OF INSURANCE: Insurance applies only to an item for which a "limit" or the word "included" is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE

OCCURRENCE FORM	LIMITS OF INSURANCE	
General Aggregate (except Products-Completed Operations Limit)	\$	2,000,000
Products-completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You	\$	300,000
Medical Payments Limit (any one person)	\$	5,000

BUSINESSOWNERS PROPERTY COVERAGE

DEDUCTIBLE AMOUNT: Businessowners Property Coverage: \$ 500 per occurrence.
Building Glass: \$ 500 per occurrence.

BUSINESS INCOME/EXTRA EXPENSE LIMIT: Actual loss for 12 consecutive months

Period of Restoration-Time Period: Immediately

ADDITIONAL COVERAGE:

Fine Arts: \$ 50,000

Other additional coverages apply and may be changed by an endorsement. Please read the policy.

SPECIAL PROVISIONS:

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

BUSINESSOWNERS PROPERTY COVERAGE

PREMISES LOCATION NO.: 001 BUILDING NO.: 001

COVERAGE		LIMIT OF INSURANCE	VALUATION	COINSURANCE	INFLATION GUARD
BUSINESS PERSONAL PROPERTY	\$	620,000	RC*	N/A	0.0%
*Replacement Cost					

COVERAGE EXTENSIONS:

Accounts Receivable	\$	25,000
Valuable Papers	\$	25,000

Other coverage extensions apply and may be changed by an endorsement. Please read the policy.

POLICY NUMBER: 680-9D755272-14-42-

EFFECTIVE DATE: 01/01/2014

ISSUE DATE: 12/16/2013

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 19 02 05	COMMON POLICY DECLARATIONS
MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 65 02 05	GARAGE PAC - AMENDATORY PROVISIONS
MP T3 25 01 08	TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS PERSONAL PROP COV ENHANCEMENTS
MP T9 70 03 06	POWER PAC ENDORSEMENT
CP 01 23 04 08	OHIO CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 07 03 96	DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01 30 01
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 70 01 08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
CG D4 71 02 09	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
MP T3 28 11 03	OPERATION OF CUSTOMERS AUTOS - GARAGE OPERATIONS
CG D0 37 04 05	OTHER INSURANCE - ADDITIONAL INSUREDS
CG D1 86 11 03	XTEND ENDORSEMENT
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
CG D4 13 04 08	AMEND COVG - POLLUTION-EQUIP EXCEPTION
MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
MP T3 03 11 03	GARAGEKEEPERS LIABILITY
CG D2 56 11 03	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 01 05	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS

POLICY NUMBER: 600-9D755272-14-42-

EFFECTIVE DATE: 01/01/2014

ISSUE DATE: 12/16/2013

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D5 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 26 06 99	EXCLUSION - TOBACCO
CG D2 42 01 02	EXCLUSION - WAR
CG T4 78 02 90	EXCLUSION - ASBESTOS
CG T9 29 07 86	OCCURRENCE - WEST VIRGINIA AND OHIO

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
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INTERLINE ENDORSEMENTS

IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 44 09 07	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL T3 79 01 08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

DECLARATIONS PREMIUM SCHEDULE

Issue Date: 12/16/2013

Policy Number: 680-9D755272-14-42-

This Schedule applies to the Declarations for the period of 01/01/2014 to 01/01/2015.

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

OPN NO.	LOC/ BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
001	001	GARAGE - GENERAL REPAIRS WITHOUT GAS SALES		e .6	191	\$ 1,147

* This class is subject to the transition program.

☐ If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG TO 12.

Premium Base Legend:

Premium Base

a = area
c = cost
e = employees
m = admissions
p = payroll

How Rates Apply

per 1000 sq. feet
per \$1000 of total cost
per employee
per 1000 of admissions
per \$1000 of payroll

Premium Base

s = gross sales
u = units
t =

How Rates Apply

per \$1000 of gross sales
per unit
This premium base is reserved
for unusual applications. Base
and how rates apply are shown
above.

POLICY NUMBER: 680-9D755272-14-42-

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 12/16/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS**A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under Section I - Coverage A - Bodily Injury And Property Damage Liability, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
 - a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
 - b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II - Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of Section V – Definitions is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

POLICY NUMBER: 680-90755272-14-42-

BUSINESSOWNERS
ISSUE DATE: 12/16/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LIABILITY**GARAGEKEEPERS LIABILITY SCHEDULE**

Comprehensive Coverage

LIMIT OF INSURANCE FOR EACH LOCATION

\$ 60,000 minus \$ 250 deductible for each "customer's auto" for loss caused by theft, mischief or vandalism subject to a \$ 1,250 maximum deductible for all such loss in any one event.

Collision Coverage

\$ 60,000 minus \$ 500 deductible for each "customer's auto".

Insurance is provided at the following locations:

Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
001	001								

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the **COMMON POLICY CONDITIONS, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, which is amended to apply to this insurance, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**, and the **DEFINITIONS** Section, as amended by **PROVISION A** of this endorsement.

GARAGEKEEPERS LIABILITY applies on the following coverage basis:

- ☒ **DIRECT PRIMARY.** If this box is checked, coverage applies without regard to the "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.
- ☐ **LEGAL LIABILITY.** If this box is checked, coverage applies on the basis of the "insured's" legal liability.

PROVISIONS**A. WORDS AND PHRASES WITH SPECIAL MEANING**

As used in this **GARAGEKEEPERS COVERAGE** endorsement;

1. "Customer's Auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any "customer's auto" while left with you for service, repair, storage, parking or safekeeping. Customers include

your "employees" and members of their households who pay for services performed.

2. "Garage Operations" means the ownership, maintenance or use of locations for the purpose of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage Operations" also include all operations necessary or incidental to the performance of garage operations.

BUSINESSOWNERS

3. "Work you performed" includes work that someone performed for you.
4. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

B. WE WILL PAY

1. We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
 - b. Collision Coverage. Caused by:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
2. We will have the right and duty to defend any insured against a "suit" seeking these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

C. WE WILL NOT COVER - EXCLUSIONS

1. This insurance does not apply to any of the following:
 - a. **Contractual Operations.** Liability resulting from any contract or agreement by which the insured accepts responsibility for "loss".
 - b. **Theft.** "Loss" due to theft or conversion caused in any way by you, your "employees", or by your partners, members, directors or shareholders.
 - c. **Defective Parts.** Defective parts or materials.
 - d. **Faulty Work.** Faulty "work you performed".
2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Equipment designed or used for the detection or location of radar.

D. WHO IS AN INSURED

The following are insureds for "loss" to "customer's autos":

1. You.
2. Your partners, "employees", directors or shareholders while acting within the scope of their duties as such.
3. If you are designated in the Declarations as an individual, your spouse is an insured, but only with respect to the conduct of a business of which you are the sole owner.
4. If you are designated in the Declarations a partnership or joint venture, your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
5. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
6. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

E. LIMIT OF INSURANCE AND DEDUCTIBLE

1. Regardless of the number of "customer's autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule above for that location minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.



The Travelers Indemnity Company and Its Affiliates

Master PacSM Insurance Proposal for:
ROHALEY & SONS AUTOMOTIVE

CHAD LEONARD
8654 TWINBROOK RD
MENTOR, OH 44060

MASTER PAC GARAGE



For Policy Effective:

01/01/2014
thru 01/01/2015

Proposal Number:

680 - 008D966981

Proposal Presented By:

L A B ENTERPRISES INC
Po Box 262

Chesterland, OH 44026
(440) 669-8270

4/12.5.00
Min. Premium

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVE

On behalf of L A B ENTERPRISES INC and the Travelers Company, we appreciate the opportunity to provide ROHALEY & SONS AUTOMOTIVE with the following policy proposal.

This proposal will expire **thirty (30) days** from the date of creation identified below and is not a binding contract of insurance. If you have any questions regarding this proposal, please contact your agent.

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS PROPOSAL CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Company Quoted: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

ONE TOWER SQUARE, HARTFORD CT 06183

Master PacSM Premium Summary

<u>Coverage</u>	<u>Premium</u>
Property	\$2,138.00
Liability	\$1,781.00
Optional Coverages	\$121.00
Total Policy Premium	\$4,040.00

Created on 11/21/2013 by L A B ENTERPRISES INC

Refer to your Policy for Actual Terms and Conditions

** The Limit includes any additionally requested limits.*

***Subject to and not in addition to the applicable limit of insurance.*

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVE**Policy Level Coverages:** (These may be replaced by optional coverages)**Property, Crime, and Inland Marine Coverages and Options:**

<u>Coverage Description</u>	<u>Limit*/Time Frame</u>	<u>Deductible</u>
Appurtenant Buildings and Structures	\$50,000	\$500
Arson & Theft Reward	\$5,000	N/A
Building Damage by Vehicle to Leased Buildings	\$25,000	\$500
Claim Data Expenses	\$5,000	\$500
Electronic Data Processing Equipment and Data & Media:		
EDP Equipment, Data & Media in Transit	\$25,000**	\$500
Electronic Vandalism	\$25,000**	\$500
Employee Dishonesty	\$25,000	\$500
Expediting Expenses	\$25,000	\$500
Fine Arts	\$25,000	\$500
Fire Department Service Charge	\$25,000	N/A
Fire Protective Equipment Discharge	\$10,000	\$500
Forgery or Alteration	\$25,000	\$500
Green Building Alternatives – Increased Cost	\$25,000	\$500
Green Building Reengineering & Recertification Expense	\$25,000	\$500
Green Business Personal Property Alternatives – Increased Cost	\$25,000	\$500
Newly Acquired or Constructed Property:		
Business Personal Property	\$250,000	\$500
Non-Owned Detached Trailers	\$5,000	\$500
Pollutant Cleanup & Removal	\$25,000 Aggregate	\$500
Preservation of Property	Up to 90 days	\$500
Temporary Relocation of Property	\$50,000	\$500

Commercial General Liability Coverages and Options:

<u>Coverage Description</u>	<u>Limit*/Time Frame</u>
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Damage to Premises Rented to You	\$300,000
Medical Expenses – Any One Person	\$5,000
Hired Auto	Included
Non-Owned Auto	Included
Contractual Liability (As Defined)	Included
Limited World Wide Liability (Lawsuits brought in the US)	Included

Created on 11/21/2013 by L A B ENTERPRISES INC

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Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVE

Created on 11/21/2013 by L A B ENTERPRISES INC

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***Subject to and not in addition to the applicable limit of insurance.*

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVE**Described Premises Level Coverages:** (These may be replaced by optional coverages)

Premises f Building 1: 8654 TWINBROOK RD MENTOR, OH 44060

Described Premises Level Coverages and Options:

<u>Coverage Description</u>	<u>Limit*/Time Frame</u>	<u>Deductible</u>
Business Personal Property -		
Valuation Type REPLACEMENT COST	\$620,000	\$500
Coinurance - Waived	N/A	N/A

Additional Described Premises Level Coverages and Options:

<u>Coverage Description</u>	<u>Limit*/Time Frame</u>	<u>Deductible</u>
Accounts Receivable:		
On Premises	\$25,000	N/A
Off Premises	\$25,000	N/A
Building Glass	Included**	\$500
Combined Ordinance or Law	\$25,000	\$500
Debris Removal	\$25,000 excess of 25% of loss	\$500
Diagnostic Equipment on Insured Premises	Included in BPP	\$500
Electronic Data Processing	\$50,000 Included in BPP	\$500
Employee Tools on Insured Premises	Included in BPP	\$500
Equipment Breakdown	Included**	\$500
Diagnostic, Power Generating, Production Equipment	\$100,000**	
Garagekeepers:		
Comprehensive	\$60,000	\$250
Collision	\$60,000	\$500
Money and Securities	Included in BPP**	\$500
Money Orders and Counterfeit Paper Currency	Included in BPP**	\$500
Ordinance or Law	\$25,000	\$500
Demolition Cost and Increased Cost of Outdoor Property Including:		
Bridges, Walks, Roadways, Patios, or Paved Surfaces, Radio & TV Antennas	\$10,000**	\$500
Peak Season	25% Seasonal Increase for BPP	\$500
Property Off Premises - Including Transit	Included in BPP**	\$500
Personal Effects	\$25,000	\$500
Personal Property of Others	Included in BPP**	\$500

Created on 11/21/2013 by L A B ENTERPRISES INC

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**Subject to and not in addition to the applicable limit of insurance.

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVE

Signs within 1,000 feet of premises	Included**	\$500
Spoilage – Consequential Loss	Included in BPP**	\$500
Theft of Employee Tools	\$500 per Employee, \$2,500 per Occurrence**	\$500
Trees, Shrubs, Plants and Lawns	\$3,000	\$500
Valuable Papers and Records:		
On Premises	\$25,000	\$500
Off Premises	\$25,000	\$500
<u>Type of Wind Deductible</u>	<u>Deductible Amount</u>	<u>Minimum Dollar Deductible Amount</u>
Property Deductible	\$500	

Created on 11/21/2013 by L A B ENTERPRISES INC

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**Subject to and not in addition to the applicable limit of insurance.

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVEOptional Coverages:**POWER PACSM****POWER PAC Coverages and Replacements:**

	<u>Limit/Time Frame</u>
Business Income from Dependent Properties	Not Covered
Claim Data Expense	\$10,000
Electronic Data Processing Equipment and Data & Media:	
EDP Equipment, Data & Media In Transit	\$50,000
Electronic Vandalism	\$50,000
Newly Acquired – Business Personal Property	Not Covered
Newly Acquired – Business Income & Extra Expense	Not Covered
Ordinance or Law – Increased Period of Restoration	Not Covered
Trees, Shrubs, Plants and Lawns	\$5,000

POWER PAC Coverage Additions:

Accounts Receivable:	
On Premises	\$100,000
Off Premises	\$100,000
Brands and Labels	\$25,000
Computer Fraud	\$5,000
Identity Fraud Expense	\$15,000 Aggregate
Lost Key Consequential Loss	\$500
Limited Building Coverage – Tenant Obligation	\$5,000
Ordinance or Law – Extended to Include Tenant Improvements and Betterments	Included
Unauthorized Business Card Use	\$5,000
Utility Services Direct Damage	\$2,500
Utility Services Time Element – 24 hour waiting period	Not Covered

***XTEND ENDORSEMENT®**

	<u>INCREASED COVERAGE</u>
Air Craft Chartered with Crew	Included
Blanket Additional Insured:	
Lessor of Leased Equipment	Included
Lessors or Managers of Premises	Included
Blanket Waiver of Subrogation	Included
Broadened Named Insured	Included
Damage to Premises Rented to Your Extension	Included
Extension of Coverage – Bodily Injury	Included
Incidental Medical Malpractice	Included
Increased Supplementary Payments	
Bail Bond	\$2,500
Loss of Earnings	\$500 per day
Injury to Co-Employees and Co-Volunteer Workers (Bodily Injury)	Included
Knowledge and Notice of Occurrence or Offence	Included
Non-Owned Watercraft	Increased to 50 Feet
Personal Injury	Assumed By Contract

Created on 11/21/2013 by L A B ENTERPRISES INC

Refer to your Policy for Actual Terms and Conditions

* The Limit includes any additionally requested limits.

**Subject to and not in addition to the applicable limit of insurance.

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVE

Reasonable Force – Bodily Injury or Property Damage

Included

Unintentional Omission

Included

* XTEND ENDORSEMENT® replaces any previously mentioned coverage

Created on 11/21/2013 by L A B ENTERPRISES INC

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**Subject to and not in addition to the applicable limit of insurance.

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVE

Terrorism Risk Insurance Act of 2002 Disclosure --
New Business Quotes

On December 26, 2007, the President of the United States signed into law amendments to the Terrorism Risk Insurance Act of 2002 (the "Act"), which, among other things, extend the Act and expand its scope. The Act establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in the Act) caused by "acts of terrorism". An "act of terrorism" is defined in Section 102(l) of the Act to mean any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The federal government's share of compensation for Insured Losses is 85% of the amount of Insured Losses in excess of each Insurer's statutorily established deductible, subject to the "Program Trigger", (as defined in the Act). In no event, however, will the federal government or any Insurer be required to pay any portion of the amount of aggregate Insured Losses occurring in any one year that exceeds \$100,000,000,000, provided that such Insurer has met its deductible. If aggregate Insured Losses exceed \$100,000,000,000 in any one year, your coverage may therefore be reduced.

The charge for Insured Losses is included in the total policy premium. The included charge for Insured Losses is indicated below, and does not include any charge for the portion of losses covered by the federal government under the Act.

The Included Charge For Insured Losses Is:

- ☐ 4% of your total policy premium if your primary location is in a Designated City (as listed below).
- ☐ 2% of your total policy premium if your primary location is not in a Designated City (as listed below).

Designated Cities are:			
Albuquerque, NM	El Paso, TX	Miami, FL	San Diego, CA
Atlanta, GA	Fort Worth, TX	Milwaukee, WI	San Antonio, TX
Austin, TX	Fresno, CA	Minneapolis, MN	San Francisco, CA
Baltimore, MD	Honolulu, HI	Nashville-Davidson, TN	San Jose, CA
Boston, MA	Houston, TX	New Orleans, LA	Seattle, WA
Charlotte, NC	Indianapolis, IN	New York, NY	St. Louis, MO
Chicago, IL	Jacksonville, FL	Oakland, CA	Tucson, AZ
Cleveland, OH	Kansas City, MO	Oklahoma City, OK	Tulsa, OK
Colorado Springs, CO	Las Vegas, NV	Omaha, NE	Virginia Beach, VA
Columbus, OH	Long Beach, CA	Philadelphia, PA	Washington, DC
Dallas, TX	Los Angeles, CA	Phoenix, AZ	Wichita, KS
Denver, CO	Memphis, TN	Portland, OR	
Detroit, MI	Mesa, AZ	Sacramento, CA	

Created on 11/21/2013 by L A B ENTERPRISES INC

Refer to your Policy for Actual Terms and Conditions

* The Limit includes any additionally requested limits.

** Subject to and not in addition to the applicable limit of insurance.

Master Pac Insurance Proposal for: ROHALEY & SONS AUTOMOTIVEPayment Plan Options

Lump Sum	For new business, the insured pays 25 percent down and receives one bill for balance of premium due, approximately one month after the policy is issued. For renewals, a single bill is issued for the total amount.
Two Payment	For new business, the insured pays 25 percent down and receives up to two installment bills.
Four Payment	For new business, the insured pays 25 percent down and receives up to three installment bills.
Six Payment	For new business, the insured pays 25 percent down and receives up to five monthly installments. Total premium is paid in full by the end of the sixth month.
Ten Payment	For new business, the insured pays 25 percent down and receives up to nine monthly bills. Total premium is paid in full by the end of the tenth month.
Ten Equal Pay	For new business the total premium is divided by 10 and each installment is for 10 percent of the total premium. Down payments collected will reduce the number of installments billed. Total premium is paid in full by the end of the tenth month. (This payment option is typically available for renewals).

Payment Remittance Slip

Customer Name: ROHALEY & SONS
AUTOMOTIVE
Account/SAI Number: 5116T5180
Policy #: 680-008D966981
Total Premium \$4,040.00

Agency Name: L A B ENTERPRISES INC

Down payment amount:

Mail payment to : Travelers
P.O. Box 26208
Richmond, VA 23260-6208

Created on 11/21/2013 by L A B ENTERPRISES INC

Refer to your Policy for Actual Terms and Conditions

* The Limit includes any additionally requested limits.

**Subject to and not in addition to the applicable limit of insurance.

TRAVELERSL A B ENTERPRISES INC
PO BOX 262
CHESTERLAND OH 44026

00029-L3

Page 1 of 2

Account Bill

Account No. 7016CA182

Date of This Bill 12/26/13

TOTAL BALANCE
\$4,128.00
MINIMUM DUE
\$1,038.00

CP 02 6640 66640LKR 13356 00029 P2

ROHALEY AND SON
8654 & 56 TWINBROOK RD
MENTOR OH 44060

PAYMENT MUST BE RECEIVED BY:

JANUARY 14, 2014ACCOUNT BILLING SUMMARY

POLICY	TYPE	POLICY PERIOD	MIN. DUE	BALANCE
9D755272 680	Commercial Package	01/01/14 To 01/01/15	\$1,032.00	\$4,128.00
		Current Installment Charge	6.00	
TOTAL BALANCE			\$1,038.00	\$4,128.00

TRANSACTIONS SINCE LAST STATEMENT

Total Transactions (See Transaction Detail Section)	+4,128.00
TOTAL BALANCE	\$4,128.00

TRANSACTION DETAIL

POLICY NUMBER 9D755272 680	Commercial Package	
01/01/14	New Policy	4,128.00
TOTAL TRANSACTIONS		\$4,128.00

CONTINUED ON NEXT PAGE

Please detach the payment coupon and mail with your payment in the enclosed envelope to:
 TRAVELERS INDEMNITY CENTER PO BOX 440337 DALLAS TX 75222-0337

Customer Service Contacts

Billing Questions MONDAY-FRIDAY, 7:00 A.M. - 8:00 P.M, EST 800-252-2268

Your Account Number: 7016CA182

Automated Inquiry: 24 hrs a day, 7days a week 800-252-2268

Policy Questions L A B ENTERPRISES INC 440-669-8270

Claim Questions BUSINESS INSURANCE 800-230-6225
CONSTRUCTION 800-828-4132
NATIONAL ACCOUNTS 800-832-7839

Policy Information Insuring Company
90755272 680 TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

Policyholder ROHALEY AND SON
Account No. 7016CA182

Date of This Bill: 12/26/15

SPECIAL MESSAGES

Hassle Free Payments - Call 877-387-6202 to make a quick and simple payment.
For all other customer service inquiries (other than making a payment)
please call 800-252-2268.

The minimum due and total balance do not reflect any down payment that you may have made.
If you did make a down payment, please deduct the amount of your down payment from the
minimum due and total balance.

You must pay at least the minimum due or up to the total balance due. If at any time you
pay us more than the minimum due, and it covers your future installments, you will not
receive a bill or be charged an installment charge. If you pay by installments, a \$6.00
charge will be added to each installment bill. If your payment is not received by the
due date WE HAVE THE RIGHT, WITHOUT ADVANCE NOTICE TO YOU, TO TERMINATE YOUR OPTION TO
PAY IN INSTALLMENTS AND TO REQUIRE FULL PAYMENT OF THE OUTSTANDING BALANCE ON YOUR POLICY.
WE ALSO HAVE THE RIGHT TO ASSESS A LATE FEE OF \$10.00.

Make payments on-line! With our on-line payment options you can make single payments or
you can schedule Automatic Recurring Payments. It's fast and easy, enroll today!
To learn more visit our website - www.travelersepay.com.

If you are paying with a check from a Personal Checking Account, you authorize us to
either use information from your check to make a one-time electronic funds transfer from
your account or to process the payment as a check. If you are paying with a check from a
Business Checking account, we will process the payment as a check.



IMPORTANT NOTICE FOR TRAVELERS POLICYHOLDERS

Dear Policyholder:

The information provided in this letter answers many of the common questions our insureds have. If you have further questions, please feel free to contact us at 1.800.252.2268.

We appreciate your loyalty and your business!

To whom do I make the check payable?

Please make your check payable to Travelers. Mail it with the return stub in the envelope provided. By including the return stub, you can ensure prompt application of your payment.

Where should I send my payment?

Please write your account number on your check or money order and send it with the return stub in the envelope provided to:

Travelers
PO Box 660317
Dallas, TX 75266-0317

Note: In order to ensure prompt and accurate payment application, return stubs should be included with payment.

Is on-line billing and payment available?

Yes. We offer on-line billing and payment options as well as an *Automatic Recurring Payment* option. For more information and to enroll, visit www.travelersepay.com

Can I pay by phone?

Yes. Have your account or policy number along with your bank information ready and call the automated attendant at 1.800.252.2268.

Will I incur an installment charge?

Possibly. Installment bills in most states have a low, flat fee of six dollars for regularly scheduled installments. However, you can make additional payments or pay your account in full at any time to avoid incurring installment charges or penalties.

Who should I call with questions?

Contact your agent if you have questions about your coverages, premium amounts, or pending changes. For questions about payments received or the amount due, contact your agent or call us at 1.800.252.2268. Please have your account number ready when you make that call.

What if I change my billing mailing address?

Please contact your agent with all address changes and any future policy changes. Your agent contact information is on the back of your billing statement.

Will I be billed a late fee?

If a Direct Notice of Cancellation for non-payment is issued, a \$10.00 late fee will be assessed (in most states).

POLICY NUMBER: 680-9D755272-14-42-

EFFECTIVE DATE: 01/01/2014

ISSUE DATE: 12/16/2013

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T0 19 02 05	COMMON POLICY DECLARATIONS
MP T0 01 02 05	BUSINESSOWNERS COVERAGE PART DECLARATIONS
IL T8 01 01 01	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 15 09 07	COMMON POLICY CONDITIONS

BUSINESSOWNERS

MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART - DELUXE PLAN
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 65 02 05	GARAGE PAC - AMENDATORY PROVISIONS
MP T3 25 01 08	TERRORISM RISK INSURANCE ACT OF 2002 DISCLOSURE
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS
	PERSONAL PROP COV ENHANCEMENTS
MP T9 70 03 06	POWER PAC ENDORSEMENT
CP 01 23 04 08	OHIO CHANGES

COMMERCIAL GENERAL LIABILITY

CG T0 07 03 96	DECLARATIONS PREMIUM SCHEDULE
CG T0 34 11 03	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY
	COVERAGE FORM CG 00 01 10 01
CG 00 01 10 01	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 70 03 08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG D2 55 11 03	AMENDMENT OF COVERAGE - POLLUTION
CG D3 09 11 03	AMENDATORY ENDR- PRODUCTS-COMPLETED OPERATIONS HAZARD
CG D4 71 02 09	AMENDMENT OF COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY
MP T3 28 11 03	OPERATION OF CUSTOMERS AUTOS - GARAGE OPERATIONS
CG D0 37 04 05	OTHER INSURANCE - ADDITIONAL INSUREDS
CG D1 86 11 03	XTEND ENDORSEMENT
CG D2 03 12 97	AMEND - NON CUMULATION OF EACH OCC
CG D4 13 04 08	AMEND COVG - POLLUTION-EQUIP EXCEPTION
MP T1 25 11 03	HIRED AUTO AND NON-OWNED AUTO LIABILITY
MP T3 03 11 03	GARAGEKEEPERS LIABILITY
CG D2 56 11 03	AMENDMENT OF COVERAGE - PROPERTY DAMAGE
CG D2 88 11 03	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG D3 26 10 11	EXCLUSION - UNSOLICITED COMMUNICATION
CG D3 56 01 05	MOBILE EQUIPMENT REDEFINED - EXCLUSION OF VEHICLES SUBJECT TO MOTOR VEHICLE LAWS
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS

POLICY NUMBER: 680-9D755272-14-42-

EFFECTIVE DATE: 01/01/2014

ISSUE DATE: 12/16/2013

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D1 42 01 99	EXCLUSION - DISCRIMINATION
CG D2 26 06 99	EXCLUSION - TOBACCO
CG D2 42 01 02	EXCLUSION - WAR
CG T4 78 02 90	EXCLUSION - ASBESTOS
CG T9 29 07 86	OCCURRENCE - WEST VIRGINIA AND OHIO

MULTIPLE SUBLINE ENDORSEMENTS

CG T3 33 11 03	LIMITATION WHEN TWO OR MORE POLICIES APPLY
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INTERLINE ENDORSEMENTS

IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 44 09 07	OHIO CHANGES - CANCELLATION AND NONRENEWAL
IL T3 79 01 08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

DECLARATIONS PREMIUM SCHEDULE
Issue Date: 12/16/2013

Policy Number: 680-9D755274-14-42-

This Schedule applies to the Declarations for the period of 01/01/2014 to 01/01/2015.

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

LOC/ OPN NO.	BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
001	001	GARAGE - GENERAL REPAIR WITHOUT GAS SALES	e	.6	191 \$	1,147

* This class is subject to the transition program.

☐ If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG TO 12.

Premium Base Legend:

Premium Base

a = area
c = cost
e = employees
m = admissions
p = payroll

How Rates Apply

per 1000 sq. feet
per \$1000 of total cost
per employee
per 1000 of admissions
per \$1000 of payroll

Premium Base

s = gross sales
u = units
t =

How Rates Apply

per \$1000 of gross sales
per unit
This premium base is reserved
for unusual applications. Base
and how rates apply are shown
above.

POLICY NUMBER: 680-9D755272-14-42-

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 12/16/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITYThis endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM**SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS**A. COVERAGE**

If a premium charge is shown in the SCHEDULE above, the insurance provided under Section I -- Coverage A -- Bodily Injury And Property Damage Liability applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under Section I -- Coverage A -- Bodily Injury And Property Damage Liability, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II -- Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
- 3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of Section V – Definitions is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

POLICY NUMBER: 680-90755272-14-42-

BUSINESSOWNERS
ISSUE DATE: 12/16/2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS LIABILITY**GARAGEKEEPERS LIABILITY SCHEDULE**

Comprehensive Coverage

LIMIT OF INSURANCE FOR EACH LOCATION

\$ 60,000 minus \$ 250 deductible for each "customer's auto" for loss caused by theft, mischief or vandalism subject to a \$ 1,250 maximum deductible for all such loss in any one event.

Collision Coverage

\$ 60,000 minus \$ 500 deductible for each "customer's auto".

Insurance is provided at the following locations:

Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.	Prem. No.	Bldg. No.
001	001								

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the **COMMON POLICY CONDITIONS, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, which is amended to apply to this insurance, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**, and the **DEFINITIONS** Section, as amended by **PROVISION A** of this endorsement.

GARAGEKEEPERS LIABILITY applies on the following coverage basis:

- ☒ **DIRECT PRIMARY.** If this box is checked, coverage applies without regard to the "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance.
- ☐ **LEGAL LIABILITY.** If this box is checked, coverage applies on the basis of the "insured's" legal liability.

PROVISIONS**A. WORDS AND PHRASES WITH SPECIAL MEANING**

As used in this **GARAGEKEEPERS COVERAGE** endorsement:

1. "Customer's Auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any "customer's auto" while left with you for service, repair, storage, parking or safekeeping. Customers include

your "employees" and members of their households who pay for services performed.

2. "Garage Operations" means the ownership, maintenance or use of locations for the purpose of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage Operations" also include all operations necessary or incidental to the performance of garage operations.

BUSINESSOWNERS

3. "Work you performed" includes work that someone performed for you.
4. "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

B. WE WILL PAY

1. We will pay all sums the insured legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
 - b. Collision Coverage. Caused by:
 - (1) The "customer's auto" collision with another object; or
 - (2) The "customer's auto" overturn.
2. We will have the right and duty to defend any insured against a "suit" seeking these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

C. WE WILL NOT COVER - EXCLUSIONS

1. This insurance does not apply to any of the following:
 - a. Contractual Operations. Liability resulting from any contract or agreement by which the insured accepts responsibility for "loss".
 - b. Theft. "Loss" due to theft or conversion caused in any way by you, your "employees", or by your partners, members, directors or shareholders.
 - c. Defective Parts. Defective parts or materials.
 - d. Faulty Work. Faulty "work you performed".
2. We will not pay for "loss" to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio.
- d. Equipment designed or used for the detection or location of radar.

D. WHO IS AN INSURED

The following are insureds for "loss" to "customer's autos":

1. You.
2. Your partners, "employees", directors or shareholders while acting within the scope of their duties as such.
3. If you are designated in the Declarations as an individual, your spouse is an insured, but only with respect to the conduct of a business of which you are the sole owner.
4. If you are designated in the Declarations a partnership or joint venture, your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
5. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
6. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

E. LIMIT OF INSURANCE AND DEDUCTIBLE

1. Regardless of the number of "customer's autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule above for that location minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.

BUSINESSOWNERS

2. The maximum deductible stated in the Schedule above for Garagekeepers Coverage Comprehensive is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.
4. Any deductible will apply only to the amount of "loss" and will not reduce our limit of liability.
5. The Garagekeepers Coverage Limits are additional limits and do not reduce the per occurrence or aggregate limits under the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

F. LOSS CONDITIONS

1. Appraisal For Garagekeepers Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a

competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Loss Payment – Garagekeepers Coverage

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "customer's auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

POLICY OVERPRINT

POLICY NUMBER: 680-9D755272-14-42-
ISSUE DATE: 12/16/2013
RATER: LA

EFFECTIVE DATE: 01/01/2014
EXPIRATION DATE: 01/01/2015

INSURED'S NAME: ROHALEY AND SON

New/Renewal: N
Solicitor Code:
SAI: 7016CA182
MSI: I
Rating Mode:

Special Code:
Program Code: 80R
Paymode: 0
Audit Frequency: N
Responsibility: 1

Watch File:
Survey Code:
Reinsurance: 2
DOWNSTREAM
Pro Rata Factor: 1.000

PREMIUM SUMMARY

S.B. ACCT.	EFF.	PREMIUM	
MO.	DATE	.1500	
DN/A	01-01-14	4,128.00	4,128.00
		4,128.00	4,128.00

BUSINESSOWNERS

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph G – PROPERTY DEFINITIONS.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form, means the type of property described in this Paragraph A.1., and limited in Paragraph A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations. Including:

- (1) Completed additions;
- (2) Fences;
- (3) Fixtures, including outdoor fixtures;
- (4) Retaining walls, whether or not attached;
- (5) Permanently attached:
 - (a) Machinery; and
 - (b) Equipment;
- (6) Outdoor swimming pools;
- (7) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings;
 - (d) Lobby and hallway furnishings;
 - (e) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;

(f) Lawn maintenance and snow removal equipment; and

(g) Alarm systems; and

(8) If not covered by other insurance:

(a) Additions under construction, alterations and repairs to the building or structure; and

(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Business Personal Property located in or on the buildings described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

- (1) Property owned by you and used in your business;
- (2) Property of others that is in your care, custody or control;
- (3) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you rent, lease or occupy but do not own; and
 - (b) You acquired or made at your expense but are not permitted to remove; and
- (4) "Money" and "Securities".

2. Property Not Covered

Unless the following is added by endorsement to this Coverage Form, Covered Property does not include:

BUSINESSOWNERS

- a. Aircraft;
- b. Automobiles held for sale;
- c. Vehicles or self-propelled machines that are:
 - (1) Licensed for use on public roads; or
 - (2) Operated principally away from the described premises;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (2) Vehicles or self-propelled machines, other than autos, you hold for sale; or
- (3) Trailers or semi-trailers, except as provided in the Non-Owned Detached Trailers Coverage Extension.
- d. Dams or dikes;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavating, grading, backfilling or filling (except those costs made necessary due to repair of buildings insured under this Coverage Form from a Covered Cause of Loss), reclaiming or restoring land or water;
- g. Water or land whether in its natural state or otherwise (including land on which the property is located), land improvements, growing crops or standing timber;
- h. Outdoor trees, shrubs, plants and lawns, other than "stock" except as provided in the Outdoor Trees, Shrubs, Plants and Lawns Coverage Extension.
- i. The following property while outside of the buildings:
 - (1) Bridges, walks, roadways, patios or other paved surfaces; or
 - (2) Outdoor radio or television antennas, (including satellite dishes) and including their lead-in wiring, masts or towers;
 except as provided in the Outdoor Property Coverage Extension;
- j. Watercraft (including motors, equipment and accessories) while afloat;
- k. Accounts and bills, except as provided in the Accounts Receivable Coverage Extension;

- l. "Valuable Papers and Records", except as provided in the Valuable Papers and Records Coverage Extension;
- m. Property that is covered under another Coverage Form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- n. "Fine Arts" except as provided in the Fine Arts Additional Coverage;
- o. Bullion, gold, silver, platinum and other precious alloys or metals, except if they are used in your "operations" (theft limitation applies);
- p. "Electronic Data Processing Equipment" (not including "stock") except as provided in the Electronic Data Processing Coverage Extension;
- q. "Electronic Data Processing Data and Media" (not including "stock") except as provided in the Electronic Data Processing Coverage Extension or in the Accounts Receivable Coverage Extension; or
- r. Outdoor signs, except as provided in the Signs Coverage Extension.

3. Business Income and Extra Expense

Business Income and Extra Expense is provided at the premises described in the Declarations when the Declarations show that you have coverage for Business Income and Extra Expense.

a. Business Income

(1) Business Income means:

- (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred, including:
 - (i) "Rental Value"; and
 - (ii) "Maintenance Fees", if you are a condominium association; and
- (b) Continuing normal operating expenses incurred, including payroll.

(2) We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be

BUSINESSOWNERS

caused by direct physical loss of or damage to property at the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of the site at which the described premises are located.

- (3) With respect to the requirements set forth in Paragraph (2) above, if you rent, lease or occupy only part of the site at which the described premises are located, the described premises means:

- (a) The portion of the building which you rent, lease or occupy; and
- (b) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

b. Extra Expense

- (1) Extra Expense means reasonable and necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss of or damage to property caused by or resulting from a Covered Cause of Loss.
- (2) We will pay Extra Expense (other than the expense to repair or replace property) to:
 - (a) Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement premises or temporary locations; or
 - (b) Minimize the "suspension" of business if you cannot continue "operations".
- (3) We will also pay Extra Expense (including Expediting Expenses) to repair or replace the property, but only

to the extent it reduces the amount of loss that otherwise would have been payable under Paragraph a. Business Income, above.

c. Extended Business Income

If the necessary "suspension" of your "operations" produces a Business Income loss payable under Paragraph a. Business Income above, we will also pay for the actual loss of Business Income you sustain during the period that:

- (1) Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (2) Ends on the earlier of:
 - (a) The date you could restore your "operations" with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage occurred; or
 - (b) Sixty consecutive days after the date determined in Paragraph (1) above.

However, this extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

d. If the Declarations show for Business Income and Extra Expense:

- (1) Actual loss for 12 consecutive months, then we will pay for loss of Business Income and Extra Expense that occurs within 12 consecutive months following the date of direct physical loss or damage; or
- (2) Actual loss up to 12 consecutive months subject to a maximum dollar limit, then we will pay for loss of Business Income and Extra Expense that occurs within 12 consecutive months following the date of direct physical loss or damage, subject to the limit shown in any one occurrence.

4. Covered Causes of Loss

RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

BUSINESSOWNERS

- a. Limited in Paragraph A.5., Limitations; or
- b. Excluded in Paragraph B., Exclusions.

5. Limitations

- a. We will not pay for loss of or damage to:

(1) The "interior of any building or structure" or to personal property in the building or structure, caused by rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(2) Steam boilers, steam pipes, steam engines, or steam turbines, caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

(3) Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than explosion.

- b. We will not pay for loss of or damage to the following types of property unless caused by any of the "specified causes of loss" or building glass breakage:

(1) Live animals, birds or fish, and then only if they are killed or their destruction is made necessary.

(2) Fragile articles such as glassware, statuary, marbles, chinaware and porcelains, if broken. This limitation does not apply to:

(a) Glass that is part of the exterior or interior of a building or structure;

(b) Containers of property held for sale; or

(c) Photographic or scientific instrument lenses.

- c. For loss or damage by "theft", the most we will pay in any one occurrence for the following types of property is:

(1) \$2,500 for all furs, fur garments and garments trimmed with fur.

(2) \$5,000 for all jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$500 or less per item.

(3) \$2,500 for all patterns, dies, molds and forms.

- d. We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss, if the building where loss or damage occurs has been "vacant" for more than 60 consecutive days before that loss or damage occurs:

(1) Vandalism;

(2) Sprinkler Leakage, unless you have protected the system against freezing;

(3) Building glass breakage;

(4) Discharge or leakage of water;

(5) "Theft"; or

(6) Attempted "theft".

With respect to Covered Causes of Loss other than those listed in Paragraphs (1) through (6) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

- e. Coverage for Business Income and Extra Expense does not apply to any loss or increase in loss caused by direct physical loss of or damage to "Electronic Data Processing Data and Media", except as provided in the Interruption of Computer Operations Coverage Extension.

6. Additional Coverages

Unless otherwise stated, payments made under the following Additional Coverages are in addition to the applicable Limits of Insurance.

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a. Arson and Theft Reward

- (1) We will pay for reasonable expenses you incur for rewards that lead to:
 - (a) An arson conviction in connection with a covered fire or explosion loss, or
 - (b) A "theft" conviction in connection with a covered "theft" loss.
- (2) The most we will pay under this Additional Coverage in connection with a particular loss is \$5,000.

b. Claim Data Expense

- (1) We will pay the reasonable expenses you incur in preparing claim data when we require such data to show the extent of loss. This includes the cost of taking inventories, making appraisals, preparing income statements, and preparing other documentation.
- (2) Under this Additional Coverage, we will not pay for:
 - (a) Any expenses incurred, directed, or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;
 - (b) Any costs in connection with Paragraph E.2., Appraisal; or
 - (c) Any expenses incurred, directed, or billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.
- (3) The most we will pay for preparation of claim data under this Additional Coverage in any one occurrence is \$5,000 regardless of the number of premises involved.

c. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property, other than outdoor trees, shrubs, plants and lawns as described in the Outdoor Trees, Shrubs, Plants and Lawns Coverage Extension, caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writ-

ing within 180 days of the date of direct physical loss or damage.

- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Except as provided in Paragraph (4) below, payment for Debris Removal is included within the applicable Limit of Insurance shown in the Declarations. The most we will pay under this Additional Coverage is 25% of:
 - (a) The amount we pay for the direct physical loss or damage to Covered Property; plus
 - (b) The deductible in this Coverage Form applicable to that loss or damage.
- (4) When the debris removal expense exceeds the 25% limitation in Paragraph (3) above or when the sum of the debris removal expense and the amount we pay for the direct physical loss of or damage to Covered Property exceeds the applicable Limit of Insurance, we will pay up to an additional \$25,000 for debris removal expense in any one occurrence, at each described premises.

d. Employee Dishonesty

- (1) We will pay for loss of or damage to Covered Property resulting directly from "employee dishonesty".
We will pay for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates year to year or period to period.
- (2) Paragraphs B.2.h. and B.2.o. do not apply to this Additional Coverage.
- (3) We will not pay for loss resulting from the dishonest acts of any "employee" if coverage for that "employee" was either cancelled or excluded from any previous insurance policy of yours

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providing "employee dishonesty" coverage.

- (4) This Additional Coverage is cancelled as to any "employee" immediately upon discovery by:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee",

of any fraudulent dishonest act committed by that "employee" before or after being employed by you.

- (5) We will pay for covered loss or damage only if discovered no later than one year from the end of the Policy Period.

- (6) The most we will pay for loss or damage under this Additional Coverage in any one occurrence is \$25,000.

- (7) With respect to this Additional Coverage, occurrence means all loss or damage caused by or involving the same "employee(s)" whether the result of a single act or series of acts.

- (8) If, during the period of any prior "Employee Dishonesty" insurance, you (or any predecessor in interest) sustained loss or damage that you could have recovered under that insurance, except that the time within which to discover loss or damage has expired, we will pay for it under this Additional Coverage, subject to the following:

(a) This insurance became effective at the time of cancellation or termination of the prior insurance; and

(b) The loss or damage would have been covered by this insurance had it been in effect when the acts or events causing the loss or damage were committed or occurred.

- (9) The insurance provided under Paragraph (8) above is part of, not in addition to the Limit of Insurance described in Paragraph (6) above and is limited to the lesser of the amount recoverable under:

(a) This Additional Coverage, as of its effective date; or

(b) The prior "Employee Dishonesty" insurance, had it remained in effect.

e. Expediting Expenses

- (1) In the event of direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss, we will pay for the reasonable and necessary additional expenses you incur to make temporary repairs, expedite permanent repairs, or expedite permanent replacement, at the premises sustaining loss or damage. Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of property or temporary replacement of damaged property.

- (2) With respect to this Additional Coverage, "breakdown" to "covered equipment" will not be considered a Covered Cause of Loss, even if otherwise covered elsewhere in this Coverage Form.

- (3) The most we will pay under this Additional Coverage in any one occurrence is \$25,000, regardless of the number of premises involved.

f. Fine Arts

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at any described premises, we will pay for direct physical loss of or damage to "fine arts" which are owned by:

(a) You; or

(b) Others and in your care, custody, or control;

caused by or resulting from a Covered Cause of Loss, including while on exhibit, anywhere within the Coverage Territory.

- (2) The breakage limitation under Paragraph A.5.b.(2) does not apply to this Additional Coverage.

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(3) The following exclusions apply to this Additional Coverage:

- (a) We will not pay for loss or damage caused by or resulting from wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration, insects, birds, rodents or other animals;
- (b) We will not pay for loss or damage caused by or resulting from dampness or dryness of atmosphere, or changes in or extremes of temperature;
- (c) We will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching process;
- (d) We will not pay for loss or damage caused by or resulting from faulty packing;
- (e) Paragraph B.1.b. Earth Movement;
- (f) Paragraph B.1.c. Governmental Action;
- (g) Paragraph B.1.d. Nuclear Hazard;
- (h) Paragraph B.1.f. War and Military Action;
- (i) Paragraph B.1.g. Water;
- (j) Paragraph B.1.h. Neglect; and
- (k) Paragraph B.2.g.

No other exclusions in Paragraph B. Exclusions apply to this Additional Coverage. However, if any exclusions are added by endorsement to this Coverage Form, such exclusions will apply to this Additional Coverage.

- (4) The most we pay for loss or damage under this Additional Coverage in any one occurrence is \$25,000, or the amount shown in the Declarations for "fine arts", whichever is greater. This limit applies regardless of the number of premises involved.

g. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 in any one occurrence for your

liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

h. Fire Protective Equipment Discharge

- (1) If fire protective equipment discharges accidentally or to control a Covered Cause of Loss we will pay your cost to:
 - (a) Refill or recharge the system with the extinguishing agents that were discharged; and
 - (b) Replace or repair faulty valves or controls which caused the discharge.
- (2) The most we will pay under this Additional Coverage in any one occurrence is \$10,000, regardless of the number of premises involved.

i. Forgery or Alteration

- (1) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in money that are made or drawn by or drawn upon you, or made or drawn by one acting as an agent or purported to have been so made or drawn.

We will consider signatures that are produced or reproduced electronically, mechanically or by facsimile the same as handwritten signatures.

We will pay for loss that you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- (2) We will not pay for loss resulting from any dishonest or criminal acts committed by you or any of your partners, "employees", "members", "managers", officers, directors or trustees whether acting alone or in collusion with other persons.

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- (3) We will pay for covered loss discovered no later than one year from the end of the Policy Period.
- (4) The most we will pay for loss under this Additional Coverage in any one occurrence is \$25,000, regardless of the number of premises involved.
- (5) With respect to this Additional Coverage, occurrence means all loss caused by any person, or in which that person is concerned or implicated, either resulting from a single act or any number of such acts, whether the loss involves one or more instruments.
- (6) If, during the period of any prior Forgery or Alteration insurance, you (or any predecessor in interest) sustained loss or damage that you could have recovered under that insurance, except that the time within which to discover loss or damage has expired, we will pay for it under this Additional Coverage provided:
 - (a) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- (7) The insurance provided under Paragraph (6) above is part of, and not in addition to the limit described in Paragraph (4) above and is limited to the lesser of the amount recoverable under:
 - (a) This Additional Coverage up to the applicable Limit of Insurance under this Coverage Form, as of its effective date; or
 - (b) The prior Forgery or Alteration insurance, had it remained in effect.
- (8) If you are sued for refusing to pay any covered instrument described in Paragraph (1) above on the basis that it has been forged or altered, and you have our written consent to de-

fend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount we will pay for these legal expenses will be part of and not in addition to the limit described in Paragraph (4) above.

j. Newly Acquired or Constructed Property

(1) Buildings

(a) We will pay for direct physical loss of or damage to the following property caused by or resulting from a Covered Cause of Loss:

(i) Your:

- a) New buildings while being built on a premises shown in the Declarations;
- b) New buildings while being built on newly acquired premises; and
- c) Materials, equipment, supplies and temporary structures used in connection with such buildings while they are being built; or

(ii) Buildings you acquire by purchase or lease at any premises, including those premises shown in the Declarations.

(b) The most we will pay for loss of or damage to newly constructed buildings or newly acquired buildings under this Additional Coverage in any one occurrence is \$500,000 at each premises.

(2) Business Personal Property

(a) When a Limit of Insurance is shown in the Declarations for Business Personal Property at any described premises, we will pay for direct physical loss of or damage to the following property caused by or resulting from a Covered Cause of Loss:

- (i) Business Personal Property, including such property that you newly acquire, at a build-

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ing you acquire by purchase or lease at any premises, including those premises shown in the Declarations; and

- (ii) Business Personal Property that you newly acquire at a described premises.

- (b) The most we will pay for loss of or damage to Business Personal Property under this Additional Coverage in any one occurrence is \$250,000 at each premises.

(3) Period Of Coverage

- (a) With respect to insurance under this Additional Coverage, coverage will end when any of the following first occurs:
 - (i) This policy expires;
 - (ii) 180 days expire after you acquire the property or begin to construct the property;
 - (iii) You report values to us; or
 - (iv) The property is more specifically insured.
- (b) We will charge you additional premium for values reported to us from the date construction begins or you acquire the property.

k. Ordinance or Law

- (1) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay for:
 - (a) Loss in value of the undamaged portion of the building as a consequence of enforcement of the minimum requirements of any ordinance or law that requires the demolition of undamaged parts of the same building;
 - (b) Demolition cost, meaning the cost to demolish and clear the site of undamaged parts of the same building as a consequence of enforcement of the minimum requirements of any ordinance or law that required demolition of such undamaged property; and
 - (c) The increased cost of construction, meaning the increased cost to repair, rebuild or construct the

property as a consequence of enforcement of the minimum requirements of any ordinance or law. This increased cost of construction coverage applies only if:

- (i) The building is insured for replacement cost;
- (ii) The building is repaired, rebuilt or reconstructed; and
- (iii) The repaired, rebuilt or reconstructed building is intended for similar occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.

- (2) The ordinance or law referred to in this Additional Coverage is an ordinance or Law that:

- (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

- (b) Is in force at the time of the loss.

- (3) We will not pay under this Additional Coverage for:

- (a) Loss due to any ordinance or law that:

- (i) You were required to comply with before the loss, even if the building was undamaged; and

- (ii) You failed to comply with; or

- (b) Costs associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

- (4) Paragraph B.1.a. does not apply to this Additional Coverage.

- (5) Subject to the limit described in Paragraph (6) below:

- (a) The insurance provided under this Additional Coverage for loss in value to the undamaged portion of the building is limited as follows:

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- (i) If Replacement Cost Coverage applies and the building is repaired or replaced on the same or another premises, we will not pay more than the lesser of:
 - a) The amount you actually spend to repair, rebuild or reconstruct the undamaged portion of the building; or
 - b) The amount it would cost to restore the undamaged portion of the building on the same premises and to the same height, floor area, style and comparable quality of the original undamaged portion of the building; or
- (ii) If Replacement Cost Coverage applies and the building is not repaired or replaced, or if Replacement Cost Coverage does not apply, we will not pay more than the actual cash value of the undamaged portion of the building at the time of loss.
- (b) We will not pay more for demolition costs than the amount you actually spend to demolish and clear the site of the described premises.
- (c) The insurance provided under this Additional Coverage for increased cost of construction is limited as follows:
 - (i) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay is the increased cost of construction at the same premises; or
 - (ii) If the ordinance or law requires relocation to another premises, the most we will pay is the increased cost of construction at the new premises.
- (6) The most we will pay for loss under this Additional Coverage for the total of all coverages described in Paragraph (1) above in any one occurrence is \$25,000 at each described premises.
- f. Outdoor Trees, Shrubs, Plants and Lawns**
 - (1) We will pay for direct physical loss of or damage to outdoor trees, shrubs, plants (other than "stock" of trees, shrubs or plants) and lawns located at the described premises caused by or resulting from a Covered Cause of Loss.
 - (2) The most we will pay for loss or damage under this Additional Coverage in any one occurrence is \$3,000 at each described premises.
 - (3) Debris removal, because of covered loss or damage to outdoor trees, shrubs, plants and lawns, is included within the limits described in Paragraph (2) above.
- m. Pollutant Cleanup and Removal**
 - (1) We will pay your necessary and reasonable expense to extract "pollutants" from land or water at the described premises, if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a "specified cause of loss" which occurs:
 - (a) At the described premises;
 - (b) To Covered Property; and
 - (c) During the policy period.
 - (2) The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the "specified cause of loss" occurs.
 - (3) This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.
 - (4) The most we will pay under this Additional Coverage is \$25,000 for the sum of all covered expenses arising

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out of all Covered Causes of Loss occurring during each separate 12 month period of this policy beginning with the effective date of this policy. This amount applies regardless of the number of premises involved.

n. Preservation of Property

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for:
 - (a) Any direct physical loss of or damage to such property while:
 - (i) Being moved; or
 - (ii) Temporarily stored at another location only if the loss or damage occurs within 90 days after the property is first moved; and
 - (b) The costs incurred to:
 - (i) Remove such property from the described premises; and
 - (ii) Return such property to the described premises.
- (2) Coverage under this Additional Coverage will end when any of the following first occurs:
 - (a) When the policy is amended to provide insurance at the new location;
 - (b) The property is returned to the original described premises;
 - (c) 90 days expire after the property is first moved; or
 - (d) This policy expires.
- (3) Payments under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

o. Temporary Relocation of Property

- (1) If Covered Property is removed from the described premises and stored temporarily at a location you own, lease or operate while the described premises is being renovated or remodeled, we will pay for direct physical loss of or damage to that stored property:
 - (a) Caused by or resulting from a Covered Cause of Loss;
 - (b) Up to \$50,000 at each temporary location in any one occurrence; and
 - (c) During the storage period of up to 90 consecutive days but not beyond expiration of this policy.

- (2) This Additional Coverage does not apply if the stored property is more specifically insured.

p. Water Damage, Other Liquids, Powder or Molten Material Damage

- (1) If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes.
 - (2) We will not pay the cost to repair any defect to a system or appliance from which the water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
 - (a) Results in discharge of any substance from an automatic fire protection system; or
 - (b) Is directly caused by freezing.
- (3) Payments under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

7. Coverage Extensions

Unless otherwise stated, payments made under the following Coverage Extensions are subject to and not in addition to the applicable Limits of Insurance.

a. Accounts Receivable

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to loss, as described in Paragraph (2) below, due to direct physical loss of or damage to your

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records of accounts receivable (including those on electronic data processing media) caused by or resulting from a Covered Cause of Loss. Credit card company media will be considered accounts receivable until delivered to the credit card company.

(2) We will pay for:

- (a) All amounts due from your customers that you are unable to collect;
- (b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (d) Other reasonable expenses that you incur to re-establish your records of accounts receivable.

(3) The following exclusions apply to this Coverage Extension:

- (a) We will not pay for loss caused by or resulting from bookkeeping, accounting or billing errors or omissions;
- (b) We will not pay for loss that requires an audit of records or any inventory computation to prove its factual existence;
- (c) We will not pay for loss caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property. But this exclusion applies only to the extent of the wrongful giving, taking or withholding;
- (d) Paragraph B.1.b. Earth Movement;
- (e) Paragraph B.1.c. Governmental Action;
- (f) Paragraph B.1.d. Nuclear Hazard;

(g) Paragraph B.1.f. War and Military Action;

(h) Paragraph B.1.g. Water;

(i) Paragraph B.1.h. Neglect; and

(j) Paragraph B.2.g.

No other exclusions in Paragraph B. Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Form, such exclusions will apply to this Coverage Extension.

(4) The most we will pay under this Coverage Extension for loss of or damage to records of accounts receivable in any one occurrence while in transit or at a premises other than the described premises is \$25,000.

(5) The most we will pay under this Coverage Extension for loss of or damage to records of accounts receivable in any one occurrence at each described premises is \$25,000 or the amount shown in the Declarations for Accounts Receivable, whichever is greater.

(6) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

b. Appurtenant Buildings and Structures

(1) When a Limit of Insurance is shown in the Declarations for Building at the described premises, you may extend that insurance to apply to direct physical loss of or damage to incidental appurtenant buildings or structures, within 1,000 feet of that described premises, caused by or resulting from a Covered Cause of Loss.

(2) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to Business Personal Property within incidental appurtenant buildings or structures within 1,000 feet of that described premises, caused by or resulting from a Covered Cause of Loss.

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(3) Incidental appurtenant buildings or structures include:

- (a) Storage buildings;
- (b) Carports;
- (c) Garages;
- (d) Pump houses; or
- (e) Above ground tanks;

which have not been specifically described in the Declarations.

(4) The most we will pay for loss or damage under this Coverage Extension in any one occurrence for any combination of loss of or damage to Building and Business Personal Property is \$50,000, regardless of the number of described premises involved.

(5) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

c. Building Glass

(1) If:

- (a) You are the building owner; and
- (b) A Limit of Insurance is shown in the Declarations for Building at the described premises;

you may extend that insurance to apply to direct physical loss of or damage to all exterior and interior building glass caused by or resulting from a Covered Cause of Loss, including glass breakage and damage to glass by chemicals accidentally or maliciously applied to glass.

(2) If:

- (a) You are a tenant;
- (b) A Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises; and
- (c) You are contractually obligated to repair or replace building glass at the described premises;

you may extend that insurance to apply to direct physical loss of or damage to all exterior and interior building glass caused by or resulting from a Covered Cause of Loss, including glass breakage and damage to glass

by chemicals accidentally or maliciously applied to glass.

(3) We will also pay for necessary expenses in connection with loss or damage covered in Paragraphs (1) or (2) above, incurred by you to:

- (a) Put up temporary plates or board up openings;
- (b) Repair or replace encasing frames; and
- (c) Remove or replace obstructions.

(4) The following exclusions apply to this Coverage Extension:

(a) We will not pay for loss or damage caused by or resulting from:

- (i) Wear and tear;
- (ii) Hidden or latent defect;
- (iii) Corrosion; or
- (iv) Rust;

(b) Paragraph B.1.b. Earth Movement;

(c) Paragraph B.1.c. Governmental Action;

(d) Paragraph B.1.d. Nuclear Hazard;

(e) Paragraph B.1.f. War and Military Action; and

(f) Paragraph B.1.g. Water.

No other exclusions in Paragraph B. Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Form, such exclusions will apply to this Coverage Extension.

d. Business Income and Extra Expense From Dependent Property

(1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage at the premises of a Dependent Property, caused

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by or resulting from a Covered Cause of Loss.

- (2) **Dependent Property** means property operated by others whom you depend on to:
 - (a) Deliver materials or services (other than "water supply services", "communication supply services" or "power supply services") to you, or to others for your account (Contributing Locations);
 - (b) Accept your products or services (Recipient Locations);
 - (c) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - (d) Attract customers to your business (Leader Locations).
- (3) With respect to this Coverage Extension, the "period of restoration":
 - (a) Begins 24 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the Dependent Property;
 - (b) Ends on the date when the property at the premises of the Dependent Property should be repaired, rebuilt or replaced with reasonable speed and similar quality; and
 - (c) Does not include any increased period required due to the enforcement of any ordinance or law that:
 - (i) Regulates the construction, use or repair, or requires the tearing down of any property; or
 - (ii) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(4) **This Coverage Extension:**

- (a) Applies to Dependent Property premises located within the Coverage Territory; and
 - (b) Does not apply when you have more specific insurance under any other policy.
- (5) We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations" in whole or in part, by using any other available:
 - (a) Source of materials; or
 - (b) Outlet for your products.
 - (6) The most we will pay for Business Income and Extra Expense under this Coverage Extension in any one occurrence is \$10,000, regardless of the number of described premises or number of Dependent Properties involved.
 - (7) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

e. Business Income and Extra Expense – Newly Acquired Premises

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur due to the "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage caused by or resulting from a Covered Cause of Loss at any premises you newly acquire by purchase or lease (other than at fairs, trade shows or exhibitions).
- (2) The most we will pay under this Coverage Extension for the sum of Business Income and Extra Expense you incur in any one occurrence is \$250,000 at each newly acquired premises.
- (3) Insurance under this Coverage Extension for each newly acquired

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premises will end when any of the following first occurs:

- (a) This policy expires;
- (b) 90 days expire after you acquire that premises;
- (c) You report that premises to us; or
- (d) The Business Income or Extra Expense is more specifically insured.

We will charge you additional premium for premises reported from the date you acquire that premises.

- (4) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

f. Business Personal Property Off Premises

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to such property caused by or resulting from a Covered Cause of Loss while:

- (a) In the course of transit to or from the described premises; or
- (b) Temporarily away from the described premises, and:
 - (i) At a premises you do not own, lease or operate; or
 - (ii) At any fair, trade show or exhibition at a premises you do not own or regularly occupy.

- (2) This Coverage Extension does not apply to property:

- (a) While in the custody of the United States Postal Service;
- (b) Rented or leased to others;
- (c) After delivery to customers;
- (d) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition;
- (e) Temporarily at a premises for more than 60 consecutive days, except "money" and "securities" at a "banking premises";

- (f) Otherwise covered under the Fine Arts Additional Coverage; or

- (g) Otherwise covered under the following Coverage Extensions:

- (i) Accounts Receivable;
- (ii) Electronic Data Processing;
- (iii) Personal Effects; or
- (iv) Valuable Papers and Records.

g. Civil Authority

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur caused by action of civil authority that prohibits access to the described premises. The civil authority action must be due to direct physical loss of or damage to property at locations, other than described premises, that are within 100 miles of the described premises, caused by or resulting from a Covered Cause of Loss.

- (2) The coverage for Business Income will begin 24 hours after the time of that action and will apply for a period of three consecutive weeks after coverage begins.

- (3) The coverage for Extra Expense will begin immediately after the time of that action and will end when your Business Income coverage ends for this Coverage Extension.

h. Electronic Data Processing

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to "Electronic Data Processing Equipment" and to "Electronic Data Processing Data and Media", caused by or resulting from a Covered Cause of Loss.

- (2) Worldwide coverage is provided under this Coverage Extension. The coverage territory as described in

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Paragraph F.8.b, does not apply to this Coverage Extension.

- (3) This Coverage Extension does not apply to:
 - (a) "Stock"; or
 - (b) Property that is leased or rented to others.
- (4) The following exclusions as described in Paragraph B. Exclusions do not apply to this Coverage Extension:
 - (a) Paragraph 1.e. Utility Services;
 - (b) Paragraph 2.a.; or
 - (c) Paragraph 2.d.(6).
- (5) The following additional exclusions apply to this Coverage Extension:
 - (a) We will not pay for loss or damage caused by or resulting from any of the following:
 - (i) Programming errors, omissions or incorrect instructions to a machine. But if programming errors, omissions or incorrect instructions to a machine results in a "specified cause of loss" or mechanical breakdown of "Electronic Data Processing Equipment", we will pay for the loss or damage caused by that "specified cause of loss" or mechanical breakdown of "Electronic Data Processing Equipment";
 - (ii) Unauthorized viewing, copying or use of "Electronic Data Processing Data and Media" (or any proprietary or confidential information or intellectual property) by any person, even if such activity is characterized as "theft";
 - (iii) Errors or deficiency in design, installation, maintenance, repair or modification of your computer systems or any computer system or network to which your system is connected or on which your system depends (including electronic data). But if errors or

deficiency in design, installation, maintenance, repair or modification of your computer system or any computer system or network to which your system is connected or on which your system depends (including electronic data) results in a "specified cause of loss" or mechanical breakdown of "Electronic Data Processing Equipment", we will pay for the loss or damage caused by that "specified cause of loss" or mechanical breakdown of "Electronic Data Processing Equipment";

- (iv) Unexplained or indeterminable failure, malfunction or slowdown of a computer system, including "Electronic Data Processing Data and Media" or the inability to access or properly manipulate "Electronic Data Processing Data and Media"; or
 - (v) "Electronic Vandalism" except as provided in Paragraph (9) below.
- (6) The most we will pay under this Coverage Extension for loss of or damage to "Electronic Data Processing Equipment" and to "Electronic Data Processing Data and Media", while in transit or at a premises other than the described premises, in any one occurrence, is \$25,000.
 - (7) The most we will pay under this Coverage Extension for loss of or damage to duplicates of your "Electronic Data Processing Data and Media" while stored at a separate premises from where your original "Electronic Data Processing Data and Media" are kept, in any one occurrence, is \$25,000.
 - (8) The most we will pay under this Coverage Extension for loss or damage to "Electronic Data Processing Equipment", including such property you newly acquire in any one occurrence is \$25,000 at each newly acquired premises. With respect to insurance

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under this Coverage Extension on newly acquired "Electronic Data Processing Equipment", coverage will end when any of the following first occurs:

- (a) This policy expires;
 - (b) 180 days expire after you acquire the "Electronic Data Processing Equipment"; or
 - (c) You report values to us.
- (9) The most we will pay under this Coverage Extension for loss of or damage to "Electronic Data Processing Data and Media" caused by or resulting from "electronic vandalism", in any one occurrence is \$25,000, regardless of the number of the number of premises involved. Such limit also applies to any otherwise covered loss of Business Income or Extra Expense.
- (10) The most we will pay under this Coverage Extension for loss of or damage to "Electronic Data Processing Equipment" and to "Electronic Data Processing Data and Media", at the described premises, in any one occurrence, is the Limit of Insurance shown in the Declarations for Business Personal Property at such premises or \$50,000, whichever is less.

i. Equipment Breakdown

- (1) When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from a "breakdown" to "covered equipment".
- With respect to otherwise covered Business Income and Extra Expense, "breakdown" to "covered equipment" will be considered a Covered Cause of Loss.
- If an initial "breakdown" causes other "breakdowns", all will be considered one "breakdown". All "breakdowns" that manifest themselves at the same

time and are the result of the same cause will also be considered one "breakdown".

- (2) Under this Coverage Extension, the following coverages also apply:

(a) Expediting Expenses

- (i) In the event of direct physical loss of or damage to Covered Property caused by or resulting from a "breakdown" to "covered equipment", we will pay for the reasonable additional expenses you necessarily incur to make temporary repairs to, or expedite the permanent repair or replacement of, the lost or damaged Covered Property.
- (ii) Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation.
- (iii) The most we will pay under this Coverage Extension for all Expediting Expenses arising out of any one "breakdown" is \$25,000. This limit is part of and not in addition to the Limit of Insurance that applies to lost or damaged Covered Property.

(b) "Pollutants"

- (i) In the event of direct physical loss of or damage to Covered Property caused by or resulting from a "breakdown" to "covered equipment", we will pay for the additional cost to repair or replace Covered Property because of contamination by "pollutants". This includes the additional expenses to clean up or dispose of such property. Additional costs mean those beyond what would have been required had no "pollutants" been involved.
- (ii) The most we will pay under this Coverage Extension for loss or damage to Covered Property caused by contamination by "pollutants" arising

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out of any one "breakdown" is \$25,000. This limit is subject to and not in addition to the Limit of Insurance that applies to lost or damaged Covered Property.

(c) Service Interruption

When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to loss caused by or resulting from a "breakdown" to equipment that is owned, operated or controlled by a local public or private utility or distributor that directly generates, transmits, distributes or provides the following utility services:

- (i) "Water Supply Services";
- (ii) "Communication Supply Services"; or
- (iii) "Power Supply Services".

(3) We will not pay under this Coverage Extension for loss or damage caused by or resulting from any of the following tests:

- (a) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
- (b) An insulation breakdown test of any type of electrical equipment.

(4) We will not pay under this Coverage Extension for loss or damage caused by or resulting from a change in:

- (a) Temperature; or
 - (b) Humidity;
- as a consequence of "breakdown" to "covered equipment".

(5) The following limitations in Paragraph A.5, do not apply to this Coverage Extension:

- (a) Paragraph a.(2); and
- (b) Paragraph a.(3).

(6) The following exclusions in Paragraph B, Exclusions do not apply to this Coverage Extension:

- (a) Paragraph 2.a.;
- (b) Paragraph 2.d.(6); and

(c) Paragraph 2.e.

(7) With respect to this Coverage Extension, the following condition is added to Paragraph F. Commercial Property Conditions:

Suspension

If any "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance provided by this Coverage Form for loss or damage caused by or resulting from a "breakdown" to that "covered equipment". This can be done by delivering or mailing a notice of suspension to:

- 1. Your last known address; or
- 2. The address where the "covered equipment" is located.

Once suspended in this way, such insurance can only be reinstated by a written endorsement issued by us. If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment". But the suspension will be effective even if we have not yet made or offered a refund.

(8) The most we will pay under this Coverage Extension for all direct physical loss of or damage to:

- (a) "Diagnostic Equipment";
- (b) "Power Generating Equipment"; or
- (c) "Production Equipment";

caused by or resulting from a "breakdown" to "covered equipment" in any one occurrence is \$100,000.

J. Interruption of Computer Operations

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to a "suspension" of "operations" caused by an interruption of computer operations due to direct physical loss of or damage to "Electronic Data Processing Data and Media" at the described premises caused by or resulting from a Covered Cause of Loss.**

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(2) The most we will pay under this Coverage Extension is \$25,000 for the sum of all covered interruptions arising out of all Covered Causes of Loss occurring during each separate 12 month period of this policy beginning with the effective date of this policy.

(3) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

k. Money Orders and Counterfeit Paper Currency

When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to loss due to the good faith acceptance of:

(1) Any U.S. or Canadian post office or express money order, issued or purporting to have been issued by any post office or express company, if the money order is not paid upon presentation; or

(2) Counterfeit United States or Canadian paper currency;

in exchange for merchandise, "money" or services or as part of a normal business transaction.

l. Non-Owned Detached Trailers

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to trailers or semi-trailers that you do not own, provided that:

(a) The trailer or semi-trailer is used in your business;

(b) The trailer or semi-trailer is in your care, custody or control at the described premises; and

(c) You have a contractual responsibility to pay for loss of or damage to the trailer or semi-trailer.

(2) We will not pay for loss or damage that occurs:

(a) While the trailer or semi-trailer is attached to any motor vehicle or motorized conveyance, whether

or not the motor vehicle or motorized conveyance is in motion; or

(b) During hitching or unhitching operations, or when a trailer or semi-trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

(3) The most we will pay for loss or damage under this Coverage Extension in any one occurrence is \$5,000 regardless of the number of described premises, trailers or semi-trailers involved.

(4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

m. Ordinance or Law – Increased Period of Restoration

(1) When:

(a) A Covered Cause of Loss occurs to property at the described premises; and

(b) The Declarations show that you have coverage for Business Income and Extra Expense;

you may extend that insurance to apply to the amount of actual loss of Business Income you sustain and reasonable and necessary Extra Expense you incur during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

(a) Regulates the construction, repair or replacement of any property;

(b) Requires the tearing down or replacement of any parts of property not damaged by a Covered Cause of Loss; and

(c) Is in force at the time of loss.

(2) This Coverage Extension applies only to the period that would be required, with reasonable speed, to reconstruct, repair or replace the property to comply with the minimum requirements of the ordinance or law.

(3) This Coverage Extension does not apply to:

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- (a) Loss due to an ordinance or law that:
 - (i) You were required to comply with before the loss, even if the property was undamaged; and
 - (ii) You failed to comply with; or
- (b) Costs associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (4) Paragraph B.1.a., does not apply to this Coverage Extension.
- (5) The most we will pay for loss under this Coverage Extension in any one occurrence is \$25,000 at each described premises.
- (6) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

n. Outdoor Property

- (1) When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to the following types of outdoor property at that described premises caused by or resulting from a Covered Cause of Loss:
 - (a) Radio or television antennas (including microwave or satellite dishes) and their lead-in wiring, masts or towers; or
 - (b) Bridges, walks, roadways, patios and other paved surfaces.
- (2) The most we will pay for loss or damage under this Coverage Extension in any one occurrence is \$10,000 at each described premises.

o. Personal Effects

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance

to apply to direct physical loss of or damage to personal effects owned by:

- (a) You; or
- (b) Your officers, partners, "members", "managers", "employees", directors or trustees;

caused by or resulting from a Covered Cause of Loss.

- (2) Such property must be located at a described premises.
- (3) The most we will pay for loss or damage under this Coverage Extension in any one occurrence is \$25,000 at each described premises.
- (4) Payments under this Coverage Extension are in addition to the applicable Limits of Insurance.

p. Signs

- (1) If:
 - (a) You are the building owner; and
 - (b) A Limit of Insurance is shown in the Declarations for Building;

at the described premises, you may extend that insurance to apply to direct physical loss of or damage to outdoor signs attached to the building, or on or within 1,000 feet of the described premises, caused by or resulting from a Covered Cause of Loss.

- (2) If:
 - (a) You are a tenant;
 - (b) A Limit of Insurance is shown in the Declarations for Business Personal Property; and
 - (c) You own or are contractually obligated to repair or replace outdoor signs;

at the described premises, you may extend that insurance to apply to direct physical loss of or damage to outdoor signs attached to the building, or on or within 1,000 feet of the described premises, caused by or resulting from a Covered Cause of Loss.

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q. Spoilage – Consequential Loss

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to consequential loss to your Business Personal Property caused by a change in:

- (a) Temperature; or
- (b) Humidity;

caused by or resulting from a Covered Cause of Loss to any of the following types of equipment situated within the building at the described premises:

- (a) Refrigerating;
- (b) Cooling;
- (c) Humidifying;
- (d) Air-conditioning;
- (e) Heating;
- (f) Generating or converting power; or
- (g) Connections, supply or transmission lines and pipes associated with the above equipment.

- (2) With respect to this Coverage Extension, "breakdown" to "covered equipment" will not be considered a Covered Cause of Loss, even if otherwise covered elsewhere in this Coverage Form.

- (3) Paragraphs B.2.d.(7)(a) and B.2.d.(7)(b) do not apply to this Coverage Extension.

r. Theft Damage to Rented Property

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to the following caused by or resulting by "theft" or attempted "theft":

- (a) That part of a building you occupy, but do not own, which contains Covered Property; and
- (b) Property within such non-owned building used for maintenance or

service of such non-owned building.

- (2) We will not pay under this Coverage Extension for loss or damage:

- (a) Caused by or resulting from fire or explosion; or
- (b) To glass (other than glass building blocks) or to any lettering, ornamentation or burglar alarm tape on glass.

- (3) This Coverage Extension applies only if you are a tenant and you are contractually obligated to insure this exposure.

s. Valuable Papers and Records

- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to "valuable papers and records", that:

- (a) You own; or
- (b) Are owned by others, but in your care, custody or control;

caused by or resulting from a Covered Cause of Loss.

- (2) This Coverage Extension includes the cost to research, replace or restore the lost information on "valuable papers and records" for which duplicates do not exist.

- (3) The following exclusions apply to this Coverage Extension:

- (a) We will not pay for any loss or damage to "valuable papers and records" caused by or resulting from any errors or omissions in processing or copying. But if errors or omissions in processing or copying results in fire or explosion, we will pay for the resulting loss or damage caused by that fire or explosion.
- (b) Paragraph B.1.b. Earth Movement;
- (c) Paragraph B.1.c. Governmental Action;
- (d) Paragraph B.1.d. Nuclear Hazard;

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- (e) Paragraph B.1.f. War and Military Action;
- (f) Paragraph B.1.g. Water;
- (g) Paragraph B.1.h. Neglect; and
- (h) Paragraph B.2.g.

No other exclusions in Paragraph B. Exclusions apply to this Coverage Extension. However, if any exclusions are added by endorsement to this Coverage Form, such exclusions will apply to this Coverage Extension.

- (4) The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence while in transit or at a premises other than the described premises is \$25,000.
- (5) The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence at each described premises is \$25,000 or the amount shown in the Declarations for Valuable Papers and Records, whichever is greater.
- (6) Payments made under this Coverage Extension are in addition to the applicable Limits of Insurance.

B. EXCLUSIONS

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Ordinance or Law

- (1) The enforcement of any ordinance or law:
 - (a) Regulating the construction, use or repair of any property; or
 - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion, Ordinance or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased; or
- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface;

all whether naturally occurring or due to man made or other artificial causes.

But if Earth Movement, as described in Paragraphs (1) through (4) above results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire or volcanic action, we will pay for the loss or damage caused by that fire or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano, when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;

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(b) Ash, dust, or particulate matter;
or

(c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and done at the time of a fire to prevent its spread, if the fire would be covered under this policy.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure or fluctuation of power or other utility service supplied to the described premises, however caused, if the cause of the failure or fluctuation occurs away from the described premises.

But if the failure or fluctuation of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage resulting from that Covered Cause of Loss.

f. War and Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by

governmental authority in hindering or defending against any of these.

g. Water

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Mudslide or mudflow;

(3) Water or sewage that backs up or overflows from a sewer, drain or sump; or

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings;

all whether naturally occurring or due to man made or other artificial causes.

But if Water, as described in Paragraphs (1) through (4) above results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. Neglect

Neglect of an insured to use reasonable means to save and preserve property from further damage at and after the time of loss.

i. Collapse of Buildings

Collapse of buildings meaning an abrupt falling down or caving in of a building or any part of a building with the result being that the building or part of a building cannot be occupied for its intended purpose.

(1) This exclusion does not apply to collapse of buildings if caused only by one or more of the following:

(a) A "specified cause of loss" or breakage of building glass;

(b) Decay, insect or vermin damage that is hidden from view, unless the presence of such decay or insect or vermin damage is known to an insured prior to collapse;

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- (c) Weight of people or personal property;
- (d) Weight of rain that collects on a roof; or
- (e) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation; or
- (f) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs after construction, remodeling, or renovation is complete and is caused in part by a cause of loss listed in Paragraphs (a) through (d) above.

In the event collapse results in a Covered Cause of Loss, we will only pay for the resulting loss or damage by that Covered Cause of Loss.

- (2) We will not pay for loss of or damage to the following types of property, if otherwise covered in this Coverage Form under Paragraphs (1)(b) through (1)(f) above, unless the loss or damage is a direct result of the collapse of a building:
 - (a) Awnings, gutters and downspouts;
 - (b) Outdoor radio or television antennas (including microwave or satellite dishes) and their lead-in wiring, masts or towers;
 - (c) Fences;
 - (d) Piers, wharves and docks;
 - (e) Beach or diving platforms or appurtenances;
 - (f) Retaining walls;
 - (g) Walks, roadway and other paved surfaces;
 - (h) Yard fixtures; or
 - (i) Outdoor swimming pools.
- (3) A building or part of a building that:
 - (a) Is in imminent danger of abruptly falling down or caving in; or
 - (b) Suffers a substantial impairment of structural integrity;

is not considered to have collapsed but is considered to be in a state of imminent collapse.

- (4) With respect to buildings in a state of imminent collapse, we will not pay for loss or damage unless the state of imminent collapse first manifests itself during the policy period and is caused only by one or more of the following which occurs during the policy period:
 - (a) A "specified cause of loss" or breakage of glass;
 - (b) Weight of people or personal property;
 - (c) Weight of rain that collects on a roof; or
 - (d) Use of defective material or methods in construction, remodeling or renovation if the state of imminent collapse occurs during the course of construction, remodeling or renovation.

- 2. We will not pay for loss or damage caused by or resulting from any of the following:
 - a. Artificially generated electrical current, including electric arcing that disturbs electrical devices, appliances or wires unless caused by a "specified cause of loss".
But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
 - b. Delay, loss of use or loss of market.
 - c. Smoke, vapor or gas from agricultural smudging or industrial operations.
 - d. (1) Wear and tear;
 - (2) Rust, corrosion, fungus, decay, deterioration, wet or dry rot, mold, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3) Smog;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;

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(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision;

(7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature;
- (c) Marring or scratching;
- (d) Changes in flavor, color, texture or finish;
- (e) Evaporation or leakage; or

(8) Contamination by other than "pollutants".

But if an excluded cause of loss that is listed in Paragraphs (1) through (8) above results in a "specified cause of loss", building glass breakage or "breakdown" to "covered equipment" (only if otherwise a Covered Cause of Loss), we will pay for the loss or damage caused by that "specified cause of loss", building glass breakage or "breakdown" to "covered equipment" (only if otherwise a Covered Cause of Loss).

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protection sys-

tems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the water supply if the heat is not maintained.

h. Dishonest or criminal acts by you, or any of your partners, "members", officers, "managers", "employees" (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your "employees" (including leased employees), but "theft" by "employees" (including leased employees) is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property.

j. Rain, snow, sand, dust, ice or sleet to personal property in the open.

k. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, k, does not apply to damage to glass caused by chemicals applied to the glass.

l. Default on any credit sale, loan, or similar transaction.

m. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property. This exclusion does not apply to "money" and "securities".

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- n. Loss of property or that part of any loss, the proof of which as to its existence or amount is dependent on:
 - (1) Any inventory computation; or
 - (2) A profit and loss computation.
 - o. The transfer of property to a person or to a place outside the described premises on the basis of unauthorized instructions.
 - p. Loss of "money" or "securities" caused by or resulting from accounting or arithmetic errors or omissions.
 - q. The cost of correcting or making good the damage to personal property attributable to such property being processed, manufactured, tested, repaired, restored, retouched or otherwise being worked upon.
3. We will not pay for loss or damage caused by or resulting from any of the following under Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. and b. below results in a Covered Cause of Loss, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.
- a. Weather conditions, but this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B.1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 of part or all of any property on or off the described premises.
 If an excluded cause of loss that is listed in Paragraphs (1) through (4) above results in a Covered Cause of Loss, we will pay for the resulting loss or damage caused by that Covered Cause of Loss. But we will not pay for:
 - (1) Any cost of correcting or making good the fault, inadequacy or defect itself, including any cost incurred to tear down, tear out, repair or replace any part of any property to correct the fault, inadequacy or defect; or
 - (2) Any resulting loss or damage by a Covered Cause of Loss to the property that has the fault, inadequacy or defect until the fault, inadequacy or defect is corrected.
4. **Business Income and Extra Expense Exclusions**
- We will not pay for:
- a. Any Extra Expense, or increase of Business Income loss, caused by or resulting from:
 - (1) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference by strikers or other persons at the location of the rebuilding, repair or replacement; or
 - (2) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and the period of Extended Business Income; or
 - b. Any other consequential loss.
- C. LIMITS OF INSURANCE**
- 1. The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, Schedules, Coverage Forms, or endorsements.
 - 2. **Inflation Guard**
 - a. When a percentage for Inflation Guard is shown in the Declarations, the Limit of Insurance for property to which this coverage applies will automatically increase by that annual percentage.
 - b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, multiplied by

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- (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), multiplied by
- (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If:

The applicable Building limit is \$100,000
 The annual percentage increase is 8%
 The number of days since the beginning of the policy year (or last policy change) is 146
 The amount of increase is
 $\$100,000 \times .08 \times (146/365) = \$3,200$

3. Business Personal Property Limit – Seasonal Increase

- a. The Limit of Insurance for Business Personal Property shown in the Declarations will automatically increase by 25% to provide for seasonal variations.
- b. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
 - (1) The 12 months immediately preceding the date the loss or damage occurs; or
 - (2) The period of time you have been in business as of the date the loss or damage occurs.

D. DEDUCTIBLES

- 1. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Businessowners Property Coverage Deductible shown in the Declarations. We will then pay the amount of covered loss or damage in excess of that Deductible. But we will not pay more than the applicable Limit of Insurance.
- 2. Regardless of the amount of the Businessowners Property Coverage Deductible, the most we will deduct from any loss or damage under the Building Glass Coverage Extension

in any one occurrence is the Building Glass Deductible shown in the Declarations.

- 3. The Businessowners Property Coverage Deductible does not apply to any of the following:
 - a. Fire Department Service Charge;
 - b. Business Income and Extra Expense;
 - c. Arson and Theft Reward; and
 - d. Accounts Receivable.
- 4. If more than one deductible applies to loss or damage in any one occurrence, we will apply each deductible separately. But the total of all deductible amounts applied in any one occurrence will not exceed the largest applicable deductible.

E. PROPERTY LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property, the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property, the amount of Net Income and operating expense or the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties in the Event of Loss or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (1) Notify the police if a law may have been broken. This duty does not ap-

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ply to loss or damage arising from "employee dishonesty" and "forgery" or alteration.

- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) For loss or damage from other than "employee dishonesty" or "forgery" or alteration send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) For loss or damage resulting from "employee dishonesty" or "forgery" or alteration, give us a detailed, sworn proof of loss within 120 days after you discover a loss or situation that

may result in loss of or damage to Covered Property.

- (9) Cooperate with us in the investigation and settlement of the claim.
- (10) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment – Building and Personal Property

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to Paragraph b. below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to Paragraph b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of Paragraph c. below or any applicable provision which amends or supersedes these valuation conditions.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property, except as provided in the Ordinance or Law Additional Coverage.
- c. We will give notice of our intentions within 30 days after we receive the proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.

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e. We will determine the value of Covered Property in the event of covered loss or damage as follows:

(1) At replacement cost (without deduction for depreciation), except as provided in Paragraphs (2) through (18) below.

(a) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so within 180 days after the loss or damage.

(b) We will not pay on a replacement cost basis for any loss or damage:

(i) Until the lost or damaged property is actually repaired or replaced; and

(ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also applies:

a) If the conditions in Paragraphs (i) and (ii) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth under Paragraph e.(7) below; and

b) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.

(c) We will not pay more for loss or damage on a replacement cost basis than the least of Paragraphs (i), (ii) or (iii) subject to Paragraph (d) below:

(i) The Limit of Insurance applicable to the lost or damaged property;

(ii) The cost to replace the lost or damaged property with other property:

a) Of comparable material and quality; and

b) Used for the same purpose; or

(iii) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in Paragraph (ii) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

(d) The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

(2) If the Declarations indicate that Actual Cash Value applies to Buildings or Business Personal Property, Paragraph (1) above does not apply to the property for which Actual Cash Value is indicated.

(3) Personal Property of others at the amount for which you are liable plus the cost of labor, materials or services furnished or arranged by you on personal property of others, not to exceed the replacement cost.

(4) The following property at actual cash value:

(a) Used or second-hand merchandise held in storage or for sale;

(b) Household furnishings; and

(c) Personal effects.

(5) "Fine Arts" as follows:

(a) If there is a schedule of "fine arts" on file which includes a description and value of the lost or damaged item, we will pay the value as stated in the schedule for that

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item if there is a total loss to that item. If there is a partial loss to an item, we will pay the cost of reasonably restoring or repairing that item.

- (b) For "fine arts" without a schedule on file as described in Paragraph (a) above, the value of "fine arts" will be the least of the following amounts:
 - (i) Market value of the lost or damaged item at the time and place of loss;
 - (ii) The cost of reasonably restoring the lost or damaged item; or
 - (iii) The cost of replacing that lost or damaged item with property substantially the same.
- (6) Glass at the cost of replacement with safety glazing material if required by law.
- (7) Tenants' Improvements and Betterments at:
 - (a) Replacement cost if you make repairs promptly.
 - (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (ii) Divide the amount determined in Paragraph (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (c) Nothing, if others pay for repairs or replacement.
- (8) "Valuable Papers and Records" at the cost of restoration or replacement. To the extent that the contents of the "valuable papers and records"

are not restored or replaced, the "valuable papers and records" will be valued at the cost of replacement with blank material of substantially identical type.

- (9) "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- (10) Property in transit (other than "stock" you have sold) at the amount of invoice, including your prepaid or advanced freight charges and other charges which may have accrued or become legally due from you since the shipment. If you have no invoice, actual cash value will apply.
- (11) "Money" at its face value.
- (12) "Securities" at their value at the close of business on the day the loss is discovered.
- (13) Accounts Receivable as follows:
 - (a) If you cannot accurately establish the amount of Accounts Receivable outstanding as of the time of loss, we will:
 - (i) Determine the total of the average monthly amounts of Accounts Receivable for the 12 months immediately preceding the month in which the loss occurs; and
 - (ii) Adjust that total for any normal fluctuations in the amount for Accounts Receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
 - (b) If you can accurately establish the amount of Accounts Receivable outstanding, that amount will be used in the determination of loss.
 - (c) The following will be deducted from the total amount of Accounts Receivable, however that amount is established:
 - (i) The amount of the accounts for which there was no loss;

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- (ii) The amount of the accounts that you are able to re-establish or collect;
 - (iii) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (iv) All unearned interest and service charges.
- (14) "Electronic Data Processing Equipment" at replacement cost as of the time and place of loss, without deduction for physical deterioration, depreciation, obsolescence or depletion. However, in the event replacement of "Electronic Data Processing Equipment" with identical property is impossible, the replacement cost will be the cost of items that are similar to the damaged or destroyed equipment and intended to perform the same function, but which may include technological advances.
- "Electronic Data Processing Equipment" that is obsolete or no longer used by you will be valued at actual cash value.
- (15) "Electronic Data Processing Data and Media" for which duplicates do not exist will be valued as follows:
- (a) The cost of blank media; and
 - (b) Your cost to research, replace or restore the lost electronic data on lost, damaged or destroyed "Electronic Data Processing Data and Media" but only if the lost electronic data is actually replaced or restored.
- (16) Duplicate "Electronic Data Processing Data and Media" at the cost of:
- (a) Blank media; and
 - (b) Labor to copy the electronic data, but only if the electronic data is actually copied.
- (17) The value of United States Government Internal Revenue taxes and custom duties and refundable state and local taxes paid or fully determined on the following property held for sale will not be considered in determining the value of Covered Property:
- (a) Distilled spirits;
 - (b) Wines;
 - (c) Rectified products; or
 - (d) Beer.
- (18) Lottery tickets at their initial cost to you except for winning tickets at their redeemed value.
- f. Our payment for loss of or damage to personal property of others will only be for the account of the owners of the property. We may adjust losses with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- g. We have the right but not the duty to defend you against suits arising from claims of owners of property. We will do so at our expense.
- h. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss provided you have complied with all of the terms of this policy; and
- (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.
- i. At our option, we may make a partial payment toward any claim, subject to the policy provisions and our normal adjustment process. To be considered for partial claim payment, you must submit a partial sworn proof of loss with supporting documentation. Any applicable policy deductibles must be satisfied before any partial payments are made.
5. **Loss Payment – Business Income and Extra Expense**
- a. The amount of Business Income loss will be determined based on:
- (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage occurred, but not including any likely increase in Net Income attributable to

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an increase in the volume of business as a result of favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- (1) All reasonable and necessary expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration"; once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) All reasonable and necessary expenses that reduce the Business Income loss that otherwise would have been incurred.
- c. We will reduce the amount of your:
- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including "stock") at

the described premises or elsewhere; or

- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.
 - e. We will pay for covered loss or damage within 30 days after we receive your sworn proof of loss provided you have complied with all of the terms of this policy; and
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

6. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, you may retain the property. But then you must return to us the amount we paid to you for the property. We will pay the recovery expenses and the expenses to repair the recovered property, subject to the applicable Limit of Insurance.

7. Noncumulative Limit

No Limit of Insurance cumulates from policy period to policy period.

F. COMMERCIAL PROPERTY CONDITIONS

1. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Form.

2. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Form at any one or more premises will not affect coverage at any premises where, at the time of loss or damage, the breach of condition does not exist.

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3. Insurance Under Two or More Coverages

If two or more coverages under this Coverage Form apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

4. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form unless:

- a. There has been full compliance with all of the terms of this Coverage Form; and
- b. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

5. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

6. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

7. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Form. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Form bears to the Limits of Insurance of all insurance covering on the same basis.
- b. If there is other insurance covering the same loss or damage, other than that described in Paragraph a. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

8. Policy Period, Coverage Territory

Under this Coverage Form:

- a. We cover loss or damage you sustain through acts committed or events occurring:
 - (1) During the policy period shown in the Declarations; and

- (2) Within the coverage territory; and

b. The coverage territory is:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; and
- (3) Canada.

9. Transfer of Rights of Recovery Against Others to Us.

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to a loss to your Covered Property or Covered Income; or
- b. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - (1) Someone insured by this insurance;
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you; or
 - (3) Your tenant.

This will not restrict your insurance.

10. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss multiplied by the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in step (1);
- (3) Multiply the total amount of the covered loss, before the application of

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any deductible, by the figure determined in step (2); and

- (4) Subtract the deductible from the figure determined in step (3).

We will pay the amount determined in step (4) or the limit of insurance, whichever is less.

For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Under insurance):

When:

The value of the property is \$250,000

The Coinsurance percent for it is 90%

The Limit of Insurance for it is \$112,500

The Deductible is \$250

The amount of loss is \$40,000

Step (1): $\$250,000 \times 90\% = \$225,000$
(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$112,500 / \$225,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance):

When:

The value of the property is \$250,000

The Coinsurance percentage for it is 90%

The Limit of Insurance for it is \$225,000

The Deductible is \$250

The amount of loss is \$40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$225,000 ($\$250,000 \times 90\%$).

Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. Coinsurance does not apply to:

- (1) "Money" and "securities";

- (2) Additional Coverages;

- (3) Coverage Extensions; or

- (4) Loss or damage in any one occurrence totaling less than \$2,500.

11. Mortgageholders

- a. The term, mortgageholder, includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Form, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Form at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership or occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Form will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Form:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's rights to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued in-

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terest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. PROPERTY DEFINITIONS

- 1. "Banking Premises" means the interior of that portion of any building which is occupied by a banking institution or similar safe depository.
- 2. "Breakdown"
 - a. Means:
 - (1) Failure of pressure or vacuum equipment;
 - (2) Mechanical failure, including rupture or bursting caused by centrifugal force; or
 - (3) Electrical failure including arcing; that causes physical damage to "covered equipment" and necessitates its repair or replacement; and
 - b. Does not mean:
 - (1) Malfunction, including but not limited to adjustment, alignment, calibration, cleaning or modification;
 - (2) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
 - (3) Damage to any vacuum tube, gas tube, or brush;
 - (4) Damage to any structure or foundation supporting the "covered equipment" or any of its parts;
 - (5) The functioning of any safety or protective device; or

- (6) The cracking of any part on any internal combustion gas turbine exposed to the products of combustion.

3. "Communication Supply Services"

- a. Means property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (1) Communication transmission lines, including fiber optic transmission lines;
 - (2) Coaxial cables; and
 - (3) Microwave radio relays, except satellites; and
- b. Does not mean overhead transmission lines.

4. "Covered Equipment"

- a. Means the following types of equipment:
 - (1) Equipment designed and built to operate under internal pressure or vacuum other than weight of contents;
 - (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;
 - (3) Fiber optic cable; and
 - (4) Hoists and cranes;
- b. Does not mean any:
 - (1) "Electronic Data Processing Equipment";
 - (2) "Electronic Data Processing Data and Media";
 - (3) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;
 - (4) Insulating or refractory material;
 - (5) Pressure vessels and piping that are buried below ground and require the excavation of materials to inspect, remove, repair or replace;
 - (6) Structure, foundation, cabinet or compartment supporting or containing the "covered equipment" or part of the "covered equipment" including penstock, draft tube or well casing;
 - (7) Vehicle, aircraft, self-propelled equipment or floating vessel, including any

BUSINESSOWNERS

- equipment mounted on or used solely with any vehicle, aircraft, self-propelled equipment or floating vessel;
- (8) Elevator or escalator, but not excluding any electrical machine or apparatus mounted on or used with this equipment; or
- (9) Equipment or any part of such equipment manufactured by you for sale.
5. "Diagnostic Equipment" means any:
- Equipment; or
 - Apparatus;
- used solely for research, diagnostic, medical, surgical, therapeutic, dental or pathological purposes.
6. "Electronic Data Processing Data and Media"
- Means any of the following used in your computer operations:
 - Data stored as or on, created or used on, or transmitted to or from computer software (including systems and applications) on electronic data processing, recording or storage media such as hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment;
 - The electronic media on which the data is stored; and
 - Programming records and instructions used for "Electronic Data Processing Equipment"; and
 - Does not mean "Valuable Papers and Records".
7. "Electronic Data Processing Equipment"
- Means any of the following equipment used in your operations:
 - Electronic data processing equipment, facsimile machines, word processors, multi-functional telephone equipment and laptop and portable computers; and
 - Any component parts and peripherals of such equipment, including related surge protection devices; and
 - Does not mean equipment used to operate production type of:
 - Machinery; or
 - Equipment.
8. "Electronic Vandalism" means any acts by persons, other than "employees", involving any of the following:
- Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems; or
 - Unauthorized computer code or programming that:
 - Deletes, distorts, corrupts or manipulates computer programs, contents, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which is introduced;
 - Replicates itself, impairing the performance of computers or computer systems or networks; or
 - Gains remote control access to data and programming within computers or computers systems or networks to which it is introduced, for uses other than those intended for authorized users of the computers or computer systems or networks.
9. "Employee(s)"
- Means:
 - Any natural person:
 - While in your service (and for 30 days after termination of service);
 - Whom you compensate directly by salary, wages or commissions; and
 - Whom you have the right to direct and control while performing services for you;
 - Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises; or

BUSINESSOWNERS

- (3) Your directors or trustees while acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts; and
- b. Does not mean any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character.
10. **"Employee Dishonesty"** means only dishonest acts, committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you, a partner, a "member", or a "manager" with the manifest intent to:
- Cause you to sustain loss; and also
 - Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - The "employee"; or
 - Any person or organization intended by the "employee" to receive that benefit.
11. **"Fine Arts"**
- Means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass, bric-a-brac, and similar property with historical value, or artistic merit; and
 - Does not mean any glass that is part of a building or structure.
12. **"Forgery"** means the signing of the name of another person or organization with intent to deceive. "Forgery" does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity for any purpose.
13. **"Interior of any building or structure"** means all portions of the building or structure that are within the exterior facing surface material of the building or structure.
14. **"Maintenance Fees"** means the regular payment made to you by unit-owners and used to service the common property.
15. **"Manager"** means a person serving in a directorial capacity for a limited liability company.
16. **"Member"** means an owner of a limited liability company represented by its membership interest, who also may service as a "manager".
17. **"Money"** means currency and coins in current use, bank notes, travelers checks, registered checks and money orders held for sale to the public.
18. **"Operations"** means your business activities occurring at the described premises and the tenantability of the described premises.
19. **"Period of Restoration"**
- Means the period of time that:
 - Begins:
 - For Business Income coverage:
 - With the date of direct physical loss or damage, if the Declarations show immediately for Period of Restoration – Time Period; or
 - 72 hours after the time of direct physical loss or damage, if the Declarations show 72 hours for Period of Restoration – Time Period; or
 - For Extra Expense coverage with the date of direct physical loss or damage; caused by or resulting from any Covered Cause of Loss at the described premises; and
 - Ends on the earlier of:
 - The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - The date when business is resumed at a new permanent location; and
 - Does not mean any increased period required due to the enforcement of any law that:
 - Regulates the construction, use or repair, or requires the tearing down of any property; or

BUSINESSOWNERS

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

20. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, and any unhealthful or hazardous building materials (including but not limited to asbestos and lead products or materials containing lead). Waste includes materials to be recycled, reconditioned or reclaimed.

21. **"Power Generating Equipment"**

- a. Means the following types of equipment or apparatus:
- (1) Pressure;
 - (2) Mechanical; or
 - (3) Electrical;
- used in or associated with the generation of electric power; and
- b. Does not mean such equipment that is used solely to generate emergency power that is less than or equal to 1000KW.

22. **"Power Supply Services"**

- a. Means the following types of property supplying electricity, steam or gas to the described premises:
- (1) Utility generating plants;
 - (2) Switching stations;
 - (3) Substations;
 - (4) Transformers; and
 - (5) Transmission lines; and
- b. Does not mean overhead transmission lines.

23. **"Production Equipment"**

- a. Means any:
- (1) Production machinery; or
 - (2) Process machinery;
- that processes, shapes, forms or grinds:
- (1) Raw materials;
 - (2) Materials in process; or
 - (3) Finished products; and

- b. Includes "covered equipment" that is used solely with or forms an integral part of the:

- (1) Production;
- (2) Process; or
- (3) Apparatus.

24. **"Rental Value"** means Business Income that consists of:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including the fair rental value of any portion of the described premises which is occupied by you; and
- b. Continuing normal operating expenses incurred in connection with that premises, including:
- (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.

25. **"Securities"** means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue or other stamps in current use, tokens, tickets and credit card slips for sales made by you and held by you for reimbursement from companies issuing credit cards, but does not include "money". Lottery tickets held for sale are not securities.

26. **"Specified Causes of Loss"** means the following:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
- (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into underground man-made cavities.

BUSINESSOWNERS

- b. Falling objects does not include loss of or damage to:
 - (1) Personal Property in the open; or
 - (2) The "interior of a building or structure", or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) that is located on the described premises and contains water or steam.
27. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
28. "Suspension" means:
- a. The partial or complete cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable.
29. "Theft" means any act of stealing.
30. "Vacant" means the following:
- (1) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
 - (2) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (a) Rented to a lessee or sub-lessee and used by the lessee or sub-lessee to conduct its customary operations; or
 - (b) Used by the building owner to conduct customary operations.
31. "Valuable Papers and Records"
- a. Means inscribed, printed or written:
 - (1) Documents;
 - (2) Manuscripts; or
 - (3) Records:
including abstracts, books, deeds, drawings, films, maps or mortgages; and
 - b. Does not mean "money" or "securities" or "Electronic Data Processing Data and Media".
32. "Water Supply Services" means the following types of property supplying water to the described premises:
- a. Pumping stations; and
 - b. Water mains.

EXHIBIT B

August 17, 2017

CHAD M. LEONARD
ROHALEY AND SON AUTOMOTIVE INC.
7481 BRENEL DRIVE
MENTOR, OH 44060

TRAVELERS CASUALTY INSURANCE CO.
P.O. BOX 3204
NAPERVILLE, IL 60566-7204
Stephen Brasher
Claim Professional
Direct (630) 961-4418
Office (800) 842-6172 Ext. 961-4418
Email: SBRASHER@travelers.com

RE: Insured: Rohaley and Son Automotive Inc.
Chad Leonard
Policy No.: 680-OE628184
Claim No.: DHR0975
Date of Loss: 01-07-2017
Loss Location: 8654 & 8656 Twinbrook Road
Mentor, OH 44060

Dear Mr. Brasher,

Please accept this Letter and Exhibits as an appeal to your letter and conversation. The following information will show that the Policy should cover the claim. Equipment, tools, vehicles and parts were stolen after the business was suspended on October 28, 2016.

Rohaley and Son Automotive is an S-Corp, which is a stock based corporation. Albert Rohaley owns no stock- (See Exhibit 3, page 13, line 2, 3, and 4.) Mr. Rohaley quit all responsibilities with the company October 28, 2016. Therefore, admittedly, Mr. Rohaley was not a stockholder, partner nor a manager of Rohaley & Son Automotive Inc. when the theft occurred. Also, the staff quit and moved to Rohaley's Auto and Truck Repair LLC with Mr. Rohaley on that same date.

To clarify, Rohaley and Son Automotive was named as such as part of a marketing plan as Mr. Rohaley had an "automotive customer following". This sometimes is confusing that the company is owned and operated through Chad M. Leonard. Mr. Rohaley was given an opportunity to "buy-in" if he chose in the future, but, he chose not to.

While you are correct, I have been in Civil Litigation with Mr. Albert Rohaley since September, 2015, I am only requesting monetary reimbursement for property which was taken from my business, as well as loss of business, which occurred between October 28, 2016 and January 5, 2017, and loss of business from November 1, 2016 through present.

1 Sworn to before me on this 17th day of August
C. B. Deworsky
Commission expires: February 13, 2022



In September, 2015, Mr. Rohaley was no longer a trusted employee. However, before litigation began, he locked me out of the facility, changed the locks, security code, and bank accounts in addition to leveled threats to me and my family. This resulted in filing for a Protection Order and asking for police intervention/investigation.

At that time I tried to file embezzlement, etc. charges through the judicial system and eventually I had to file for a Preliminary Injunction to do everything legally to protect my property. Due to the complexity of the court system, the TRO was not set into place until May, 2016.

I understand that the details leading up to this situation are not typical. However, what is fact, property went missing after October 28, 2016. (Exhibit 1 pictures)

In reference to B. Exclusions, Section m, stating: "property that is missing, where the only evidence of the loss is a shortage upon taking inventory, or other instances where there is no physical evidence to show what happened to the property". I had Larry Bodnar, my agent there so he could witness missing property before filing my claim. (Exhibit 5). I was court ordered to do an inventory as part of the civil suit. Although it was prior to filing the insurance claim, keep in mind that the court system dictated to me the way and frequency for which I was to do the inventory and I was always with assigned court ordered third parties. (Exhibit 6). I suspect the before and after evidence I presented to you is more thorough than most claims you encounter.

According to Traveler's procedure in section MPT 1020205, on page 27, number 3, "duties in the event of loss or damage number 5 states clearly, "at our request, give us complete inventory of the damage and undamaged property include quantities, costs, values and amount of loss claimed." I have already submitted this evidence to you with the initial claim.

In summary, to clarify my claim with you related to the equipment and property has everything to do with dishonest and criminal acts that occurred after October 28, 2016. On that date, the only member of the company was me, Chad Leonard, and I had no access to the premises via key or security code until I was escorted back into the building on January 5, 2017 per court order.

The Civil Case has to do with what Mr. Rohaley did while employed. I cannot seem to make Mentor Police understand this, and therefore, they will not investigate. I certainly have my suspicions as to where the property is. I know that it is hearsay.

I also included some rather interesting emails related to both Albert Rohaley and Alec Rohaley, his son and former employee, who was terminated March 19, 2015 for malicious behavior, assaulting another employee on March 14, 2015. Both were attempting to cancel the insurance policy on December 12, 2016 and then again within

2 Sworn to before me on this 17th day of August

2 *Spiti B Deworsky*

commission expires: February 13, 2022



the last two months, per Larry Bodnar, our agent. I would consider that at best "suspicious". I would think that this behavior is to keep your insurance company from investigating further. It is odd that two former employees, who no longer have anything to do with the business, would even care whether Rohaley and Son Automotive is or is not insured.

In Conclusion, after reading your letter dated July 24, 2017, I believe your denial of my claim is not justified. Section MP T1 02 02 05 Is Covered Property. H, I and M Every time I went to 8654 Twinbrook I was under a TRO and Mentor Police Officers and/or court appointed personnel were with me.

The Theft was done after the employees resigned and went to work for another company. Mr. Albert Rohaley under oath in court said he was not there when the theft happened, between October 28, 2016 through January 5, 2017. (Exhibit 4)

Should you have any questions regarding this matter, please contact the undersigned.

Enclosed are just some of the rationale and evidence discussed above which I believe support approval of my Claim.

Sincerely,

Chad M Leonard
(440) 487-0869
Email: CMLHoldingsinc@gmail.com

EXHIBITS/EVIDENCE

Exhibit 1 Before and After Pictures (5 Pages) Proof property is missing.

Before and After Pictures: 5 of 5 pages of pictures showing Stolen Examples of tools and Equipment on site 8654 & 8656 Twinbrook Rd. (Rohaley & Son Automotive Inc.) October 28, 2016 and Stolen before January 5, 2017. Witnesses were present.

Per Court Order Lake County - Judge Collins (Inspection of 8654 & 8656 Twinbrook Rd.)

Visit to Rohaley & Son Automotive at 8654 Twinbrook Rd. Mentor, OH
2 Mentor Police Officers escorted Chad Leonard (per Court Order)

All assets were at 8654 & 8656 Twinbrook Rd. By a TRO Business was to run as usual. Pictures were taken...

October 28, 2016 Last Pay Checks were given to all employees

Sworn to before on this 17th day of August

John B. Devorsky

Commission expire: February 13, 2022



November 1, 2016 Against TRO, Business was suspended by Manager Al Rohaley. He said in two Court Hearings, Federal and County.
Exhibit 3 "He Quit" Page 4 Line 5-6 Page 19 Line 14 -18

Exhibit 2 Judge Collins December 23, 2016 Opinion and Judgment Entry
(Cover page and page 9)

Exhibit 3 Transcript for Federal Bankruptcy Case No. 17-10614 March 2, 2017

(Cover page and page 4,-lines 5 and 6, page13-lines 2 and 3 and page 19-
lines 4-18)

Albert Rohaley admits that he does not own any Stock (Page 13 Line 2-3)
I am not asking for replacement of the Workers Tools and Boxes. They removed them, against the TRO, to work at Rohaley's Auto and Truck Repair LLC. We are asking for replacement of all stolen tools, equipment, and parts that were purchased by Rohaley & Son Automotive Inc.
(See Stolen Contents Worksheets) tools sheets Exhibit 8 and see canceled checks copies, Exhibit 7)

November 16, 2016 Hearing the Lake County Judge Collins states "The Company is just a shell." (See Judges Entry dated December 23, 2016 Exhibit 4 and Page 9 Last Paragraph)

January 5, 2017 found out equipment, tools, vehicles, and parts are stolen from Rohaley & Son Automotive Inc.

Witnesses: (See Sheet Exhibit 5)

Mike Levan - Owner of building& Landlord of Property with key to 8654 & 8656 Twinbrook Road, Mentor, OH

Larry Bodnar - Insurance Agent for Travelers Insurance

Erik Walters - Dworkin and Bernstein, my Attorney

Two MPD officers did not sign in. Timothy Abbott was the senior officer.

Exhibit 4 Transcript for Lake County Court Case No. 15CV1937

November 16, 2016

(Cover sheet and page 56 lines 7 and 8 and lines 14-21)

Exhibit 5 January 5, 2017 Witnesses Sign- in Sheet. (All witnesses can attest to missing equipment, etc.) Clearly shown in pictures.

Exhibit 6 April 25, 27, 28, & May 2, 2017

Witnesses to Inventory and Removal to 3 Shipping Containers

Sworn to before me on this 17th day of August 2017

Carli B. Dworsky

Commission expire: February 13, 2022



Exhibit 7 Cancelled Checks

Exhibit 8 Contents Worksheets (5 Pages)

Exhibit 9 Evidence of attempted cancellation of insurance policy by Albert and Alec Rohaley. (Copies of emails)



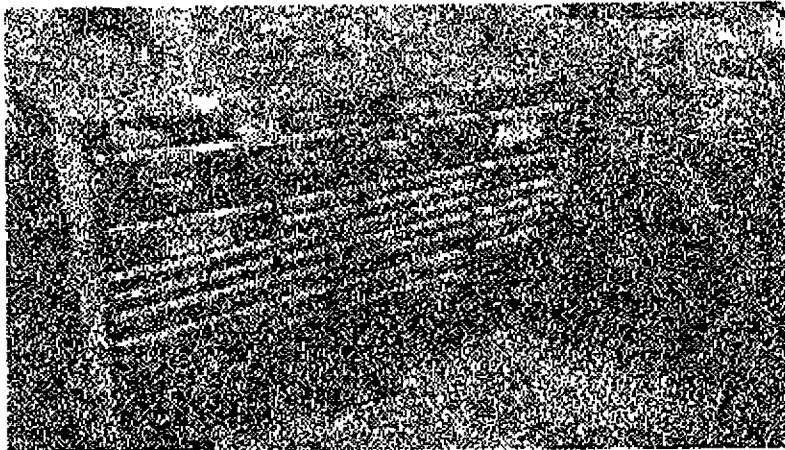
Sworn to before me on this 17th day of August 2017.

Joni B. Devorsky

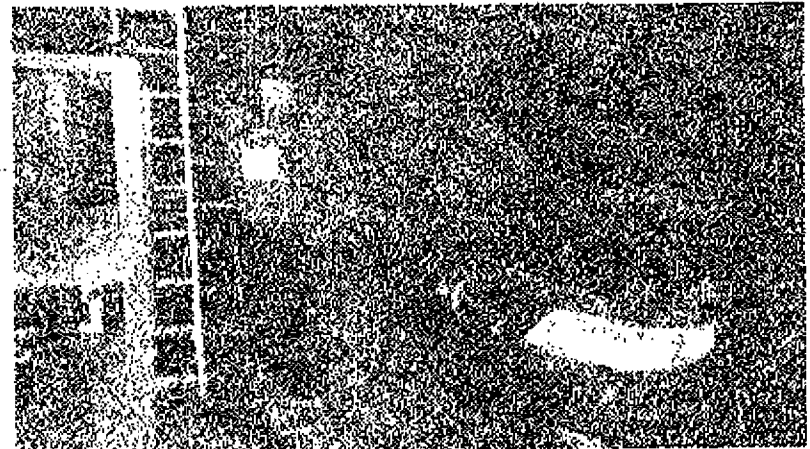
Commission expires: Feb. 13, 2022



BEFORE



AFTER

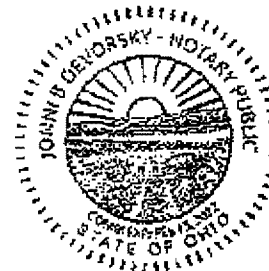


Item 189 Matco 4325RP 45 Triple Bay Tool Box

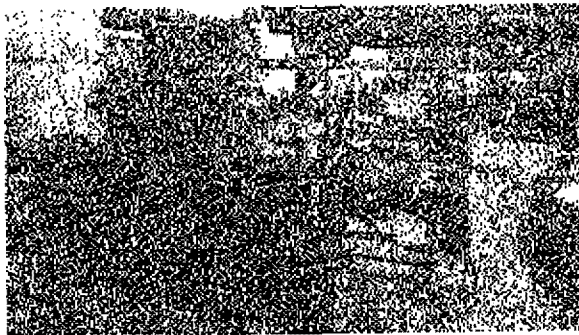
[Signature]
Sworn to ~~and~~^{go} before me on this 17th day of August 2017.

[Signature]
John B. Devorsky

Commission expires: Feb. 13, 2022



BEFORE

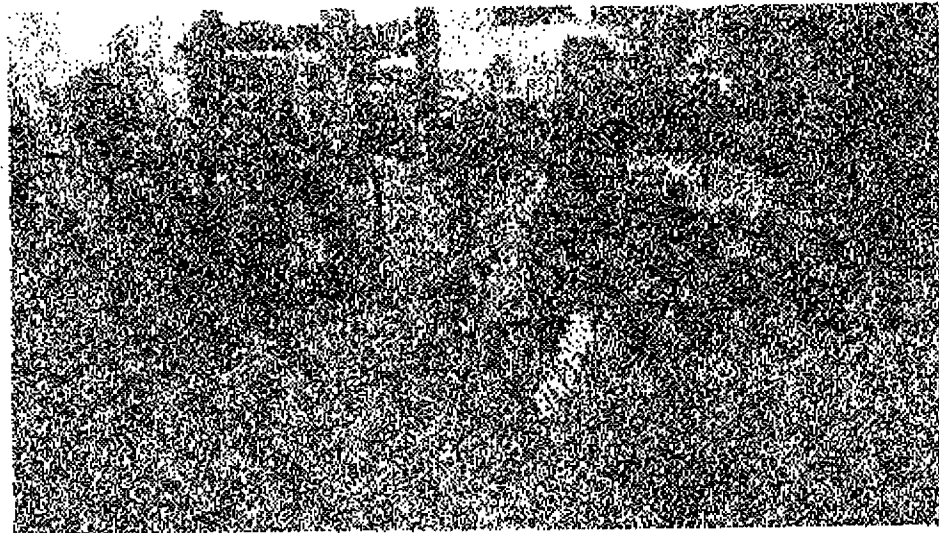


Items 12 13 14 APC Tool Chest & Top Box



Item 2 EEWH326A Tire Changer

AFTER

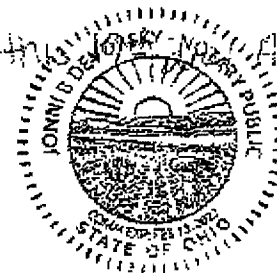


[Handwritten signature]

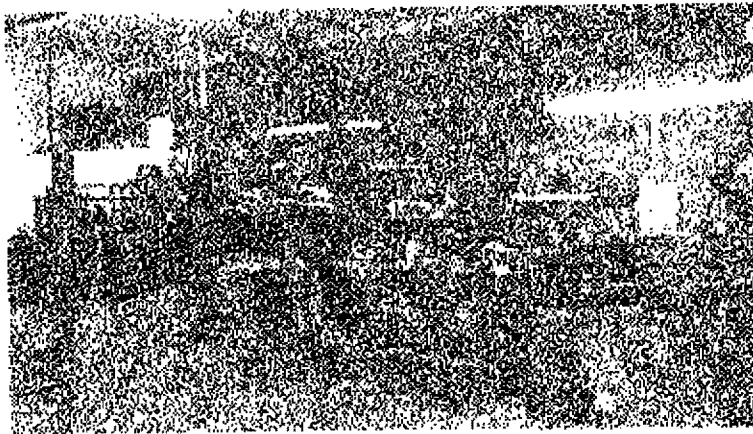
Sworn to and personally appeared before me on this *1st* day of *August* 2017.

Jonni B. Deworsky

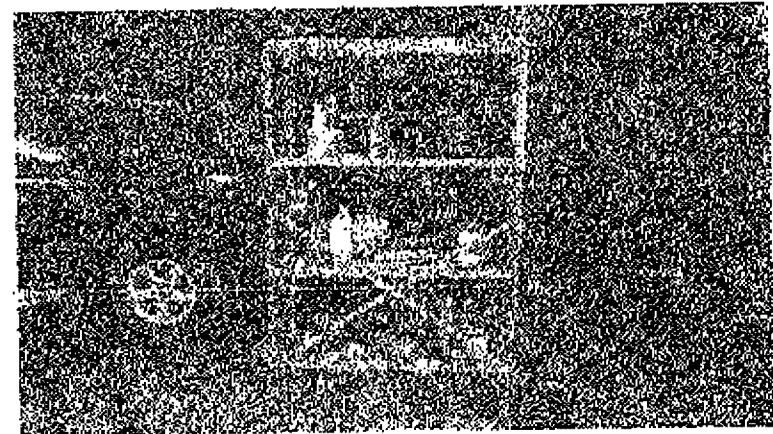
Commission expire: February 13, 2022



BEFORE



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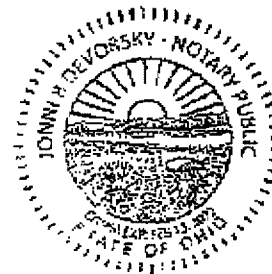


Item 11 53 in wide 6 Draw Blue Tool Box

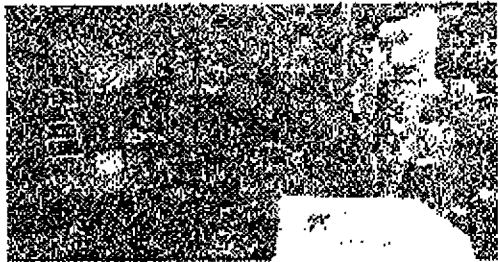
Sworn to and personally appeared before on this 17th day of August 2017.

John B. Devorsky

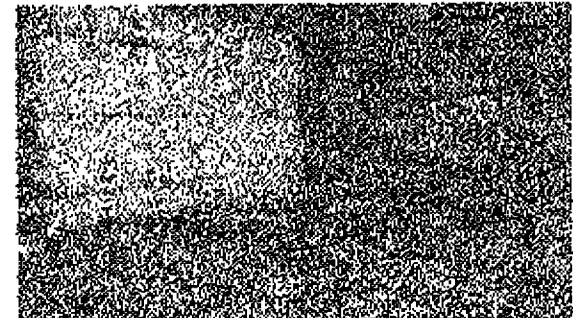
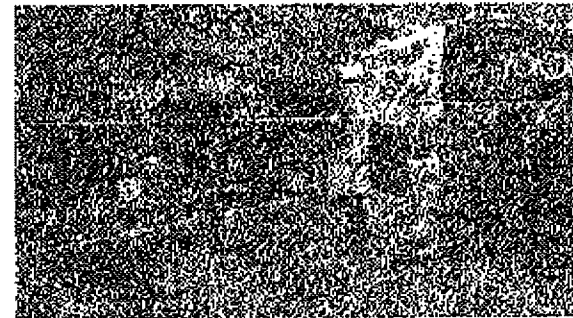
Commission expires: Feb. 13, 2022



BEFORE



AFTER



Chad M. O.

Item 1. 115-5012592-001 Alignment Rack/ Lift Complete

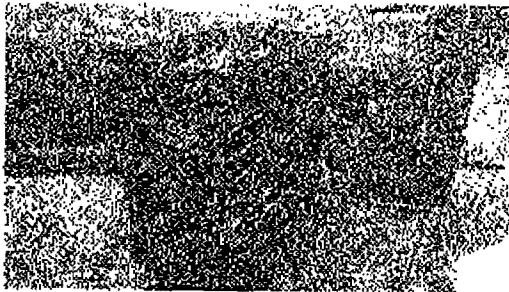
Sworn to and personally appeared before me on this 17th day of August 2017.

John B Devorsky

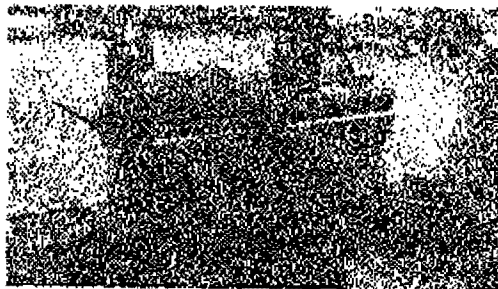
Commission expires: February 13, 2022



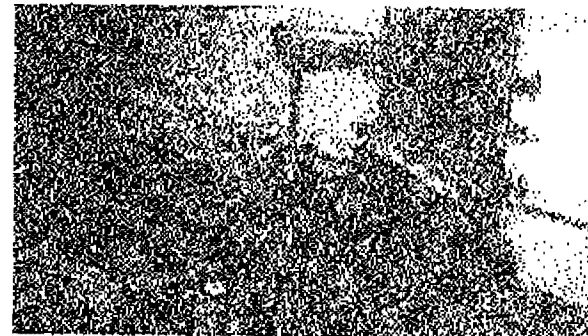
Before



Item 9 KRA2407PC Roll Cab Box



After



Item 8 KRL7022 Roll Cab Box

Sworn to and personally appeared before on this 17th day of August 2017.

John B. Devorsky

Commission expired: Feb. 13, 2022



EXHIBIT 2

IN THE COURT OF COMMON PLEAS

FILED

LAKE COUNTY, OHIO

7816 SEC 23 P 2 39.

CHAD M. LEONARD HOLDINGS,
INC., et al.JANICE E. KELLY
CLERK OF COURT

Plaintiffs,

CASE NO. 15 CV 001937

CONSOLIDATED WITH 16 CV 000126

vs.

OPINION AND JUDGMENT ENTRY

ALBERT C. ROHALEY, et al.

December 23, 2016

Defendants.

A show cause hearing was held before this court on November 16, 2016. Plaintiffs were Chad M. Leonard (Leonard) and Chad M. Leonard Holdings, Inc. Defendants were Albert C. Rohaley, II (Rohaley), and Rohaley and Son Automotive, Inc. Defendants did not file a brief in opposition to plaintiffs' initial motion for a show cause hearing. At issue is whether Rohaley should be held in indirect civil and criminal contempt for failing to comply with the terms of a stipulated prohibitory preliminary injunction filed by this court on May 24, 2016.

Rohaley and Son Automotive, Inc. is a subchapter S corporation formed in December 2013 for the purpose of operating an automobile repair business. It opened for business the first week of January 2014 and quickly became a profitable business. Rohaley and Chad M. Leonard Holdings, Inc. are fifty percent owners with each holding 250 shares. Rohaley has extensive experience in vehicle repairs and is the agent, president and treasurer of the company. Chad M. Leonard, the president of Chad M. Leonard Holdings, Inc., is the vice president and secretary of Rohaley and Son Automotive, Inc. Chad M. Leonard Holdings, Inc. provided the start up money to open up the business which was set up in Mentor, Ohio. Chad M. Leonard Holdings, Inc. considered the start up money to be a loan (\$54,000) that was to be paid back. No written documents or testimony by Leonard were provided as evidence of this claim. Rohaley did testify that he stopped paying on this 'loan' in August 2015. It is unknown if any dividends or distributions were made to the shareholders.

Disputes between Rohaley and Leonard arose early in 2015 and their relations gradually became unworkable. Leonard claims he was essentially excluded from the business site by the summer of 2015. Fearing that funds and assets of the business was being diverted by Rohaley,

15CV1937.wpd

Sworn to and personally appeared before me
on August 2017.

John B. Deworsky

Commission expires: Feb. 13, 2022

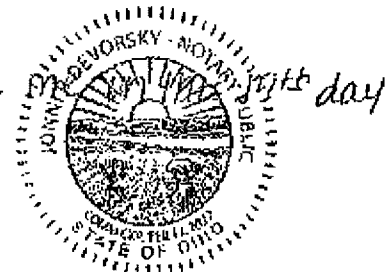


EXHIBIT 2

was a 5,800 square foot facility with six automobile lifts. It is likely that all that is left of the old facility is the six automobile lifts and various lifts. Rohaley testified that both he and Chad Leonard personally guaranteed the debts of the old business. It is unknown if the debts of the old company (Rohaley and Son Automotive, Inc.) has been paid off.

Rohaley testified that the phone number to Rohaley and Son Automotive, Inc. was disconnected on November 15, 2016 and that calls to that number were automatically forwarded to his cell phone number. This had the effect of diverting customers to the new business. This was done by Rohaley without Leonard's permission because Leonard was not paying the bills. Exhibit BB is a photograph of the door to the old facility with a hand lettered sign directing customers to go to the 'new' location across the street. Rohaley testified that he put the sign up. Exhibit CC is a photograph showing the sign for the new business. Rohaley testified that he shut down the old facility and moved across the street because Leonard was unreasonable.

As mentioned above, customers calling the old business were diverted to the new business. Evidence also shows that the new business (Rohaley's Auto & Truck Repair LLC) intended to move into the old facility at the beginning of 2017 after the lease expired for Rohaley and Son Automotive, Inc. Exhibit FF is an affidavit of Christina Smith who called Rohaley and Son Automotive, Inc. on Monday, October 31, 2016 at 2:08 p.m. The number she called was 440-266-0000 which was the phone number listed on Rohaley and Son Automotive, Inc.'s website (<http://rohaleyandsonautomotive.com>). An individual named "Al" answered the phone and said that business had moved across the street from its original location. "Al" said the move was temporary until the lease expired and then they would be moving back into the old spot. Exhibit GG is an affidavit of Christopher Veray. He called Rohaley and Son Automotive, Inc. at 440-266-0000 on Thursday, November 3, 2016. "Al" came on the line and stated that the shop moved across the street, down one building from the old location, diagonal from where the original shop was located. "Al" explained that they could not do coolant flush because they had just moved and downsized temporarily for a couple of months. The coolant system on Veray's car could not be done until beginning of the year.

~~The court finds that Rohaley's conduct in closing the old facility and moving the new business across the street is a violation of the preliminary injunction. Since these events occurred after the date of the preliminary injunction, the court finds Rohaley in indirect criminal contempt for violating paragraph (b) and (c) of the preliminary injunction by removing parts and closing the old business.~~

15CV1937

9

Sworn to and personally appeared before on this 17th day of August 2017.

Jon B Devorsky

Commission expires: Feb. 13, 2022



EXHIBIT 3

1

IN THE OFFICE OF THE UNITED STATES TRUSTEE
State of Ohio
City of Cleveland

IN RE:

Case No. 17-20514

ALBERT CHARLES KOMALEY, II

Cleveland, Ohio

Debtor.

March 2, 2017

TRANSCRIPT OF PROCEEDINGS
HELD BEFORE THE TRUSTEE DAVID O. SIMON

APPEARANCES:

GLENN E. FORBES, ESQ.
For the Debtor

CHAD M. LEONARD

LISA D. SUMMERS, ESQ.

Transcribed by:

Legal Electronic Recording, Inc.
5230 St. Clair Avenue
Cleveland, Ohio 44103
(216) 881-8000 Fax 881-8690 (3376)

Proceeding recorded by electronic sound recording,
transcript produced by transcription service.
Job No. 17E4857

LEGAL ELECTRONIC RECORDING, INC. 216-

Sworn to and personally appeared before me on the 19th day of August 2017.
John B. Devonsky
Commission expires Feb. 13, 2020



EXHIBIT 3

4

1 Q Any dependents?
2 A No.
3 Q [REDACTED]
4 A [REDACTED]
5 Q [REDACTED]
6 A [REDACTED]
7 Q Okay. Does your wife work?
8 A Yes.
9 Q And where does she work?
10 A America's Best Opticians. She's a licensed
11 optician.
12 Q How often is she paid, do you know?
13 A Bi-weekly.
14 Q Approximately how much she brings home in a
15 paycheck, do you know?
16 A Approximately --
17 Q Round number, ballpark.
18 A It varies between 750-900.
19 Q Okay. Any other sources of income in the
20 household?
21 A At this time, no.
22 Q All right. Have you been in bankruptcy in the
23 past 10 years?
24 A No.
25 Q What caused you to file this bankruptcy?

[Handwritten signature]
Sworn to and personally appeared before me
August 2019
[Handwritten signature: Eli B. Devorsky]
Commission expire: Feb. 13, 2022

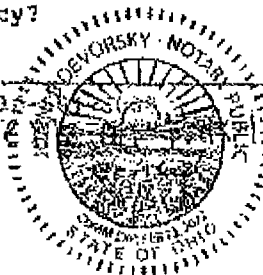


EXHIBIT 3

13

1 A No.
2 Q [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 Q Do you have any interest in an entity called the
6 Rohaley Family Trust?
7 A Correct.
8 Q What is that?
9 A That is --
10 Q I mean, I know it's a trust, but what --
11 A It's a trust. It's my father's house.
12 Q Okay. And what is your interest, if you know?
13 A When the house is sold, my -- whatever we sell it
14 for, 20 percent is supposed to come to me.
15 Q Okay. And who's we?
16 A My two sisters and myself.
17 Q Okay. So the three of you have interest in the
18 house now?
19 A Correct.
20 Q Is your father still with us?
21 A No, he passed away two and a half years ago.
22 Q So is that what the trust provides, that once he
23 passes away, the three of you sell it?
24 A Yes.
25 Q And is the house on the market?

Sworn to and personally appeared before me
August 2019
[Signature]
Commission expires Feb. 13, 2022



day of

EXHIBIT 3

19

1 deal on a buyout.

2 Q Okay.

3 A And, unfortunately, it went in front of Judge
4 Collins and Judge Collins basically said that if we
5 can't come to a conclusion of what we're going to do
6 with the business and a direction that we're going to
7 go, then he would appoint a receiver and the receiver
8 would take over the business and we're out.

9 Q Okay. Was a receiver appointed?

10 A No, he never appointed a receiver.

11 Q Okay. ~~My father-in-law, [redacted]~~

12 A ~~[redacted]~~

13 Q Why did you close it?

14 A Because, one, I couldn't wait for him to appoint a
15 receiver.

16 Q Okay.

17 A All right. And number two, I just couldn't run
18 the business anymore.

19 Q ~~On [redacted] [redacted] [redacted]~~

20 ~~[redacted]~~

21 ~~[redacted]~~

22 Q Okay.

23 A You want a list?

24 Q I'm sure you have one. No, I'm not going to write
25 it down. You're going to write it down and give it

Sworn to and personally appeared before me on the 13th day of
August 2019. *Chelli B. Devorsky*
Commission Expires: Feb. 13, 2022



EXHIBIT 4

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IN THE COURT OF COMMON PLEAS

LAKE COUNTY, OHIO

CHAD M. LEONARD & CHAD M. LEONARD HOLDINGS, INC.,

Plaintiff,

vs. CASE NO. 15CV 1937

ALBERT ROHALEY,

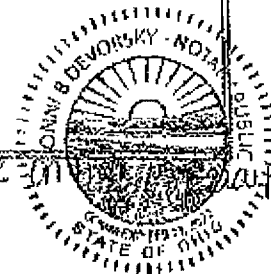
Defendant.

TRANSCRIPT OF PROCEEDINGS

BE IT REMEMBERED, that heretofore, to-wit:

On Wednesday, November 16, 2016, being one of the regular
days of said Court, before the Honorable Richard L.
Collins, Jr., one of the Judges of said Court, the
above-entitled cause came on for purposes of
a show cause hearing.

Luanne M. Peairs, Official Court Reporter
Lake County Courthouse
Painesville, OH 44077
(440)350-2720



[Handwritten signature]
Sworn to and personally appeared before me on August 2019
Dawn B. Devorsky
Commission expires Feb. 13, 2022

EXHIBIT 4

1 Q. And clearly says she represents both you and Rohaley &
2 Son Automotive?

3 A. Correct.

4 Q. So, the sign you put up basically said the location
5 moved across the street?

6 A. We moved.

7 Q. ~~Was that sign taken from the sign in that area?~~

8 A. ~~Just the technician's tool.~~

9 Q. So, there were things removed from the location?

10 A. We can't keep the guys from not working and they own
11 their tools and their toolboxes.

12 Q. Ballpark, how much was taken out of the store?

13 A. I can't tell you that. I don't know.

14 Q. ~~Is that correct?~~

15 A. ~~No.~~

16 Q. ~~Is that correct then when they were taken things?~~

17 A. ~~Is that correct then when they were taken things?~~

18 Q. ~~Is that correct then when they were taken things?~~

19 A. ~~Is that correct then when they were taken things?~~

20 Q. ~~All work at the new location?~~

21 A. ~~Yes.~~

22 Q. Your testimony as you sit here today is they removed
23 things, you don't know what it is, but they took things
24 out of the store?

25 A. They took their tools that they had there. They took

Luanne M. Poira, Official Court Reporter
Lake County Courthouse
Painesville, OH 44077
(440)350-2720

Sworn to and personally appeared before on this
August 2017. *ALLI B. Devorsky*
Commission Expires Feb. 13, 2022

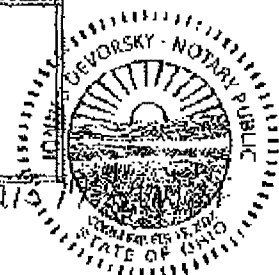


Exhibit 5

CONSTITUTION OF KEMLEY AND SON AUTOMOTIVE
 6214 TWINSBROOK ROAD
 MENTOR, OHIO 44060
 JANUARY 3, 2017

<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
PRINTED NAME	SIGNATURE	TITLE/CAPACITY

<i>Erik L. Walter</i>	<i>[Signature]</i>	<i>Legal Counsel</i>
PRINTED NAME	SIGNATURE	TITLE/CAPACITY

<i>Chris Lander</i>	<i>[Signature]</i>	<i>General Manager</i>
PRINTED NAME	SIGNATURE	TITLE/CAPACITY

<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
PRINTED NAME	SIGNATURE	TITLE/CAPACITY

PRINTED NAME	SIGNATURE	TITLE/CAPACITY
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PRINTED NAME	SIGNATURE	TITLE/CAPACITY
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PRINTED NAME	SIGNATURE	TITLE/CAPACITY
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1/1

[Signature]

Sworn to and personally appeared before me this 17th
 day of August 2017.
Paul B. Devorsky
 Commission expires: Feb. 13, 2022



EXHIBIT 6

APRIL 25, 27, 28, & May 2, 2017

NAME	STREET ADDRESS	CITY	State	ZIP	RELATIONSHIP
CHAD M. LEONARD	1420 SWINDEL DR	MENTON	OH		4200 CONTRACTOR
GAIL LEONARD STANBERRY	1420 SWINDEL DR	SALINE	OH		4200 CONTRACTOR CO SECRETARY
REBEKA THOMAS	107 JONASDAVE AVE	CUYAHOGA FALLS	OH		4221 WORKERS
JOHN KANEW	1237 HUNTERS LAKE E	CUYAHOGA FALLS	OH		4221 WORKERS
REBEKA LAMKEN	1007 JONASDAVE E	CUYAHOGA FALLS	OH		4221 WORKERS
REBEKA PIZZ	7540 SWINDEL DR	MENTON	OH		4200 WORKERS
REBEKA THOMAS	9180 TULLMAN RD	CHARLTON	OH		4200 WORKERS
JOE DUGLIOTTI	5111 WILKINS RD	CHARLTON	OH		4200 WORKERS
DAVIDY CLARK	4011 SPRING CT	WILSON	OH		4200 WORKERS
PAULA USKO	334 W. PARKWAY DR	WILSON	OH		4200 WORKERS
ROBERT HESTER (SON)	3529 ELM RD	MENTON ON THE LAKE	OH		4200 CONTRACTOR
MIKE HARRIS	5411 HENNING RD	MENTON	OH		4200 CONTRACTOR
DAVE HESTER	5254 BRIDGEWOOD RD	MENTON	OH		4200 CONTRACTOR
CAC SCRAP PAPER & SON	11514 SELTON	CLEVELAND	OH		44105 CONTRACTOR
ANTHONY CRANFORD	1763 GREEN RD	WILSON	OH		4200 WORKERS
SHANE GILES	3828 TWILIGHT BLVD	MENTON ON THE LAKE	OH		4200 WORKERS
LUC WALTER	60 S. PARK PLACE	PRINCEVILLE	OH		4200 ATTORNEY
CHUCK RESHKE	3500 CIVIC CENTRE BLVD	MENTON	OH		4200 BATES
MIKE LEVINS (LANDLORD)	125 E. 70TH ST	CLEVELAND	OH		44104 DAVE GEE CORP.
CAROL USKO	334 W. PARKWAY DR	WILSON	OH		4200 WORKERS

Sworn to and personally appeared before me on this 17th day of August 2017.

John B. Devorsky

Commission expires: Feb. 13, 2022



RSA SNAP ON PAYMENTS
2014 - 10/2016

Snap On Credit			Alignment			Balance & Tire Machine			Snap On Kuff			SNAP ON CASH SALES		
Posting Date	Check No.	Amount Paid	Posting Date	Check No.	Amount Paid	Posting Date	Check No.	Amount Paid	Posting Date	Check No.	Amount Paid	Posting Date	Check No.	Cash Amt.
2014														
	CML	1984.05							1/27/2014	1020	700.00			
4/28/2014	1165	992.03							2/3/2014	1036	1000.00			
5/30/2014	1290	992.03							2/24/2014	1065	700.00			
6/23/2014	1261	992.03							3/31/2014	1107	700.00			
7/29/2014	1328	992.03							4/21/2014	1159	700.00			
9/2/2014	1370	992.03							5/27/2014	1221	1000.00			
9/25/2014	1424	992.03							6/30/2014	1272	1000.00			
10/31/2014	1490	2305.92							7/26/2014	1321	1000.00			
11/4/2014	1574	992.03							8/25/2014	1369	1200.00			
									9/29/2014	1431	2550.00			
									10/30/2014	1471	1200.00			
									11/24/2014	1552	1200.00			
									12/22/2014	1602	1200.00			
2015														
1/6/2015	1613	992.03	4/2/2015	1795	1197.96	1/20/2015	1688	1200.00						
1/20/2015	1658	992.03	5/1/2015	1845	1197.96	2/2/2015	1679	450.00						
4/2/2015	1792	992.03	6/1/2015	1894	1197.96	2/23/2015	1712	1350.00						
5/1/2015	1841	992.03	6/30/2015	1946	1197.96	3/23/2015	1777	1200.00						
6/3/2015	1893	992.03	8/3/2015	1996	1197.96	4/20/2015	1826	1300.00						
6/30/2015	1945	992.03	8/31/2015	2052	1197.96	5/16/2015	1885	1200.00						
8/31/2015	2051	992.03	10/5/2015	1037	1197.96	6/22/2015	1931	1200.00						
11/3/2015	1083	992.03	11/5/2015	1085	1197.96	7/16/2015	1988	1200.00						
12/7/2015	1125	992.03	12/7/2015	1124	1197.96	8/12/2015	2036	1000.00						
12/15/2015	1156	992.03				10/26/2015	2078	1200.00						
						11/23/2015	2111	1200.00						
						12/18/2015	2162	1260.00						
2016														
2/2/2016	1206	992.03				1/26/2016	1200	1300.00						
2/29/2016	1232	992.03				2/27/2016	1227	1400.00						
4/1/2016	1282	992.03				3/23/2016	1274	1300.00						
5/3/2016	1332	992.03				4/18/2016	1308	1300.00						
5/27/2016	1373	992.03				5/11/2016	1378	1300.00						
6/21/2016	1403	992.03				6/27/2016	1418	1300.00						
7/21/2016	1459	992.03				7/15/2016	1472	1300.00						
8/16/2016	1482	992.03				8/22/2016	1514	1300.00						
10/10/2016	1599	992.03				9/26/2016	1572	1300.00						
10/19/2016	1600	992.03				10/24/2016	1627	701.76						

\$ 81,164.38

\$ 10,771.64

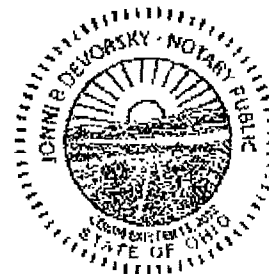
\$ 40,511.76

\$ 02,058.19

Sworn to and personally appeared on this 17th day of August 2017.

John B. Devorsky

Commission expires: Feb. 13, 2022



CHAD M LEONARD HOLDINGS INC
7481 BRENEL DR
MENTOR, OH 44060-7258

12-13

5006

6-12/410
369

Jan 4, 2014
Date

Pay to the
Order of

Emp on Equipment

\$ *1,384.08*

in thousand dollars



PNC Bank, N.A. 070

For

Chad M Leonard Holdings Inc

John B Devorsky

⑆041000124⑆ 4105139496⑈ 5006

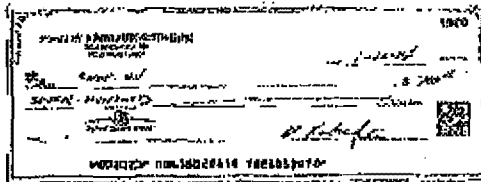
Sworn to and personally appeared before on this 17th day of August 2017.

John B Devorsky

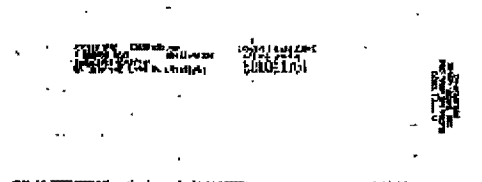
Commission expires: February 13, 2022



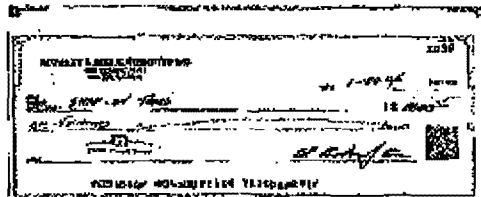
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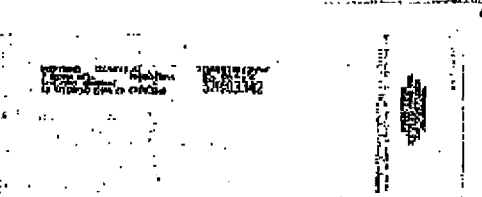
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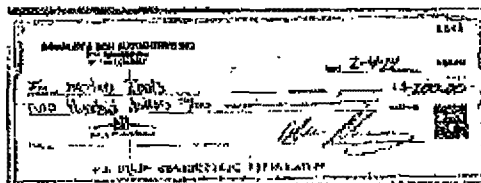
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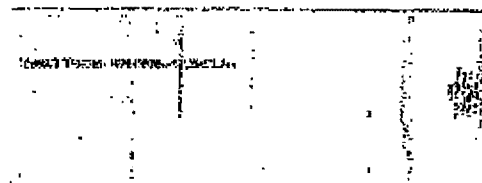
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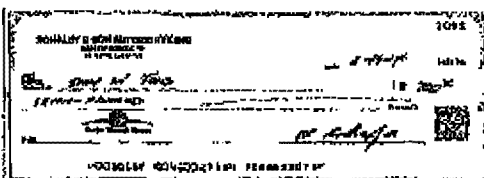
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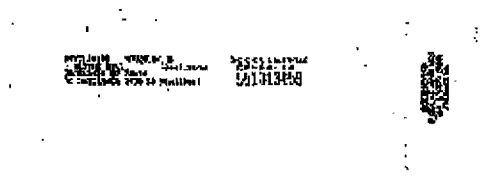
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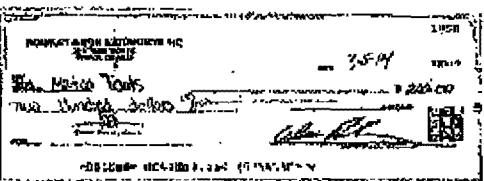
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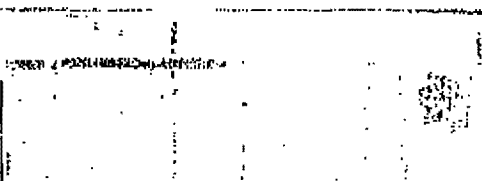
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Posting Date 2014 Feb 24 Posting Check Number 1065 Amount \$700.00



Posting Date 2014 Mar 10 Posting Check Number 1088 Amount \$200.00

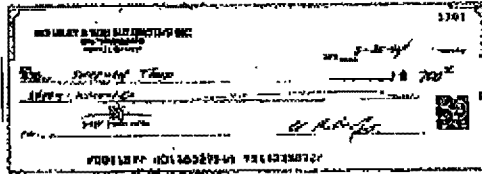


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Sworn to and personally appeared before on the 17th day
August 2017.
John B. Deversky
Commission expires: Feb. 13, 2022



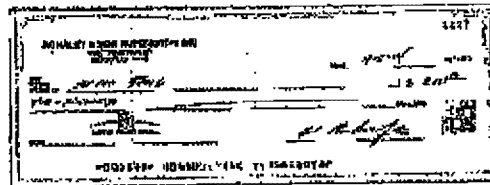
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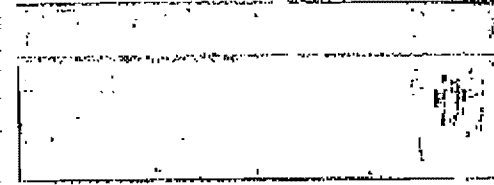
Posting Date 2014 Mar 31 Posting Check Number 1107 Amount \$700.00

POSTED & CASHED
DEPOSITED TO THE ACCOUNT
06/05/14

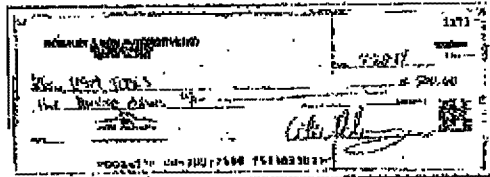
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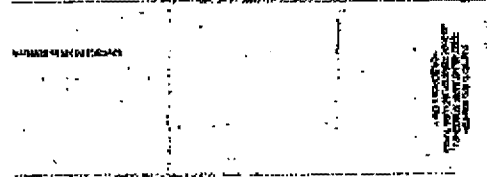
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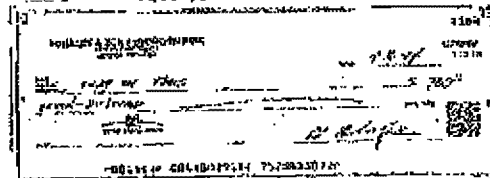
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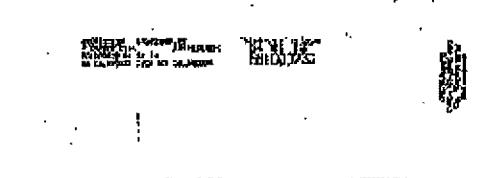
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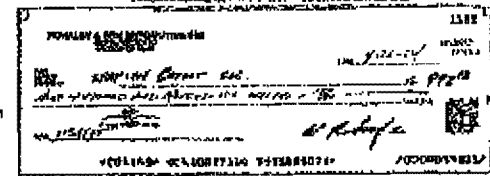
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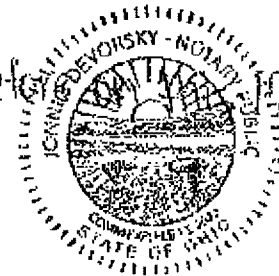


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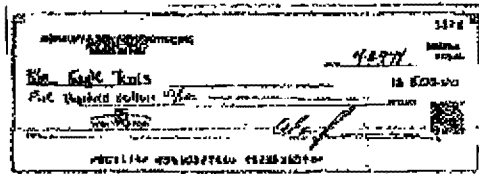
Sworn to and personally appeared before me on the 17th day of August 2017.

J. B. Deworsky

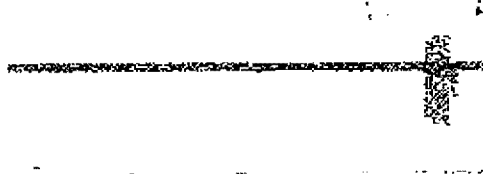
Commission expires: Feb. 13, 2022



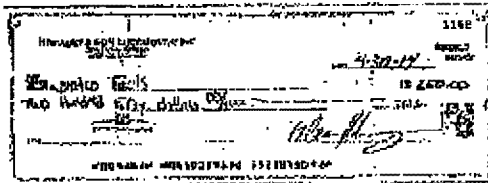
Checks 2014 Tools



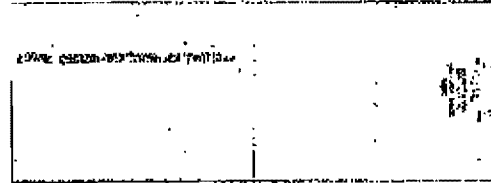
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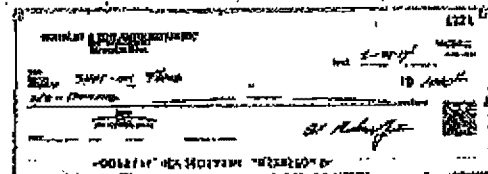
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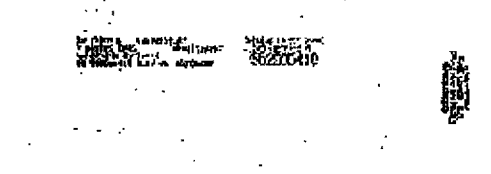
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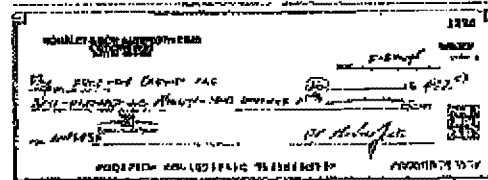
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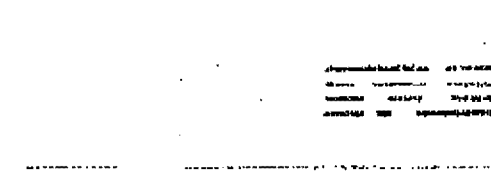
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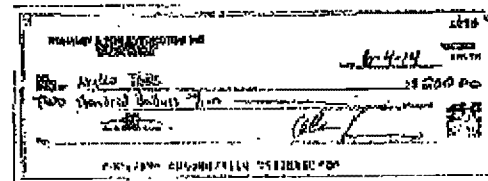
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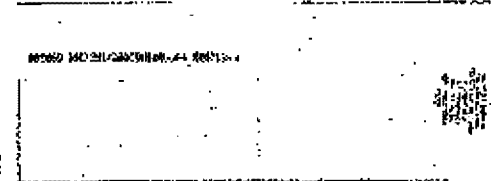
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Posting Date 2014 May 30 Posting Check Number 1230 Amount \$992.03



Posting Date 2014 Jun 09 Posting Check Number 1239 Amount \$200.00



Posting Date 2014 Jun 09 Posting Check Number 1239 Amount \$200.00

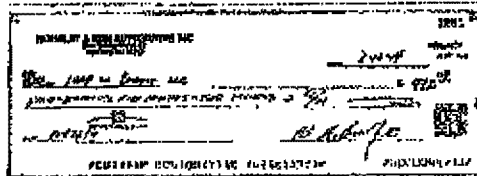
Sworn to and personally appeared before on this 19th day of August 2017.

Jonni B. Deworsky

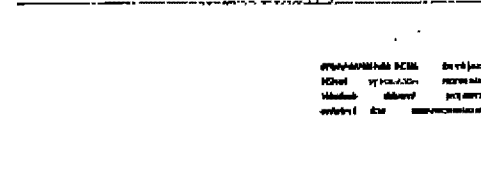
Commission expires: Feb. 13, 2022



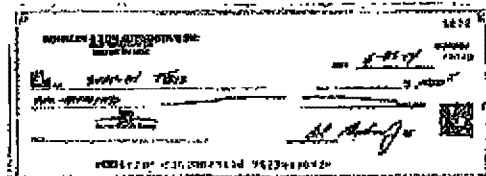
Checks 2014 Tools



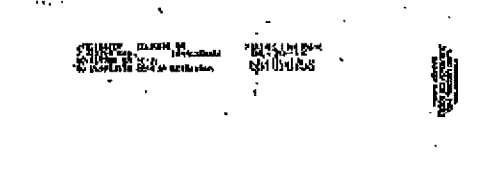
Posting Date 2014 Jun 23 Posting Check Number 1261 Amount \$992.03



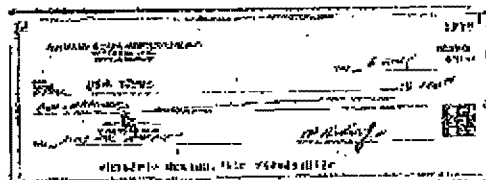
Posting Date 2014 Jun 23 Posting Check Number 1261 Amount \$992.03



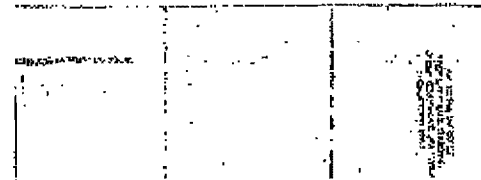
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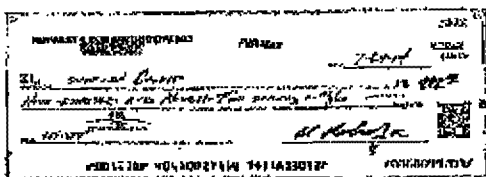
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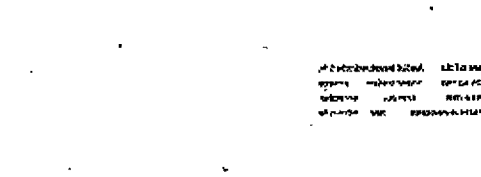
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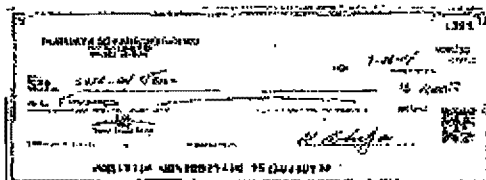
Posting Date 2014 Jul 02 Posting Check Number 1279 Amount \$100.00



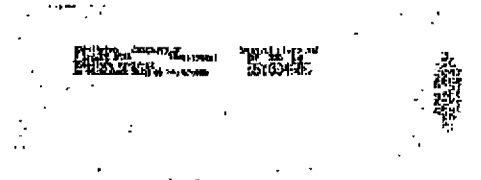
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Posting Date 2014 Jul 29 Posting Check Number 1328 Amount \$992.03



Posting Date 2014 Jul 28 Posting Check Number 1321 Amount \$1,000.00



Posting Date 2014 Jul 28 Posting Check Number 1321 Amount \$1,000.00

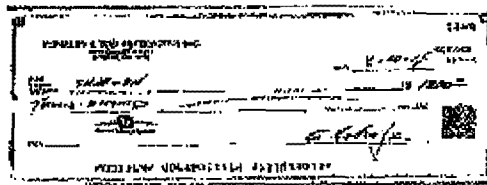
Sworn to and personally appeared before me on this 17th day of August 2017.

John B. Devorsky

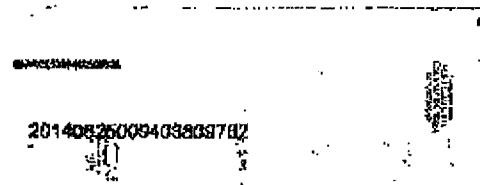
Commission expires: Feb. 13, 2022



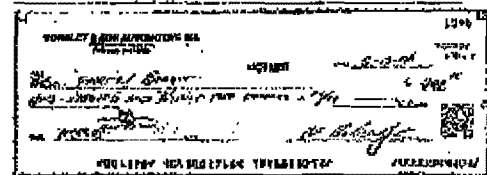
Checks 2014 Tools



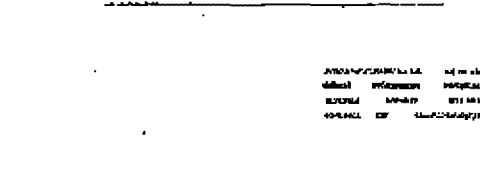
Posting Date 2014 Aug 25 Posting Check Number 1369 Amount \$1,200.00



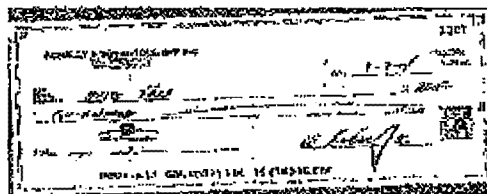
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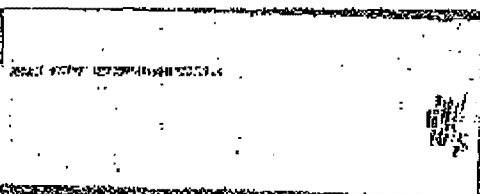
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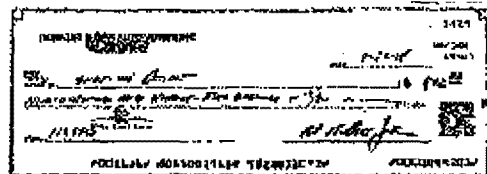
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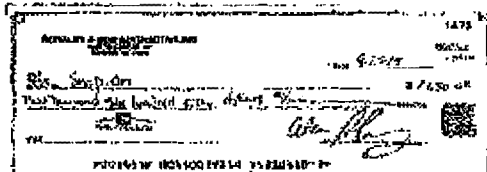
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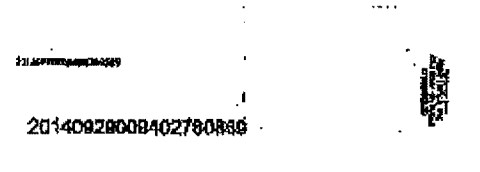
Posting Date 2014 Sep 25 Posting Check Number 1424 Amount \$992.03



Posting Date 2014 Sep 25 Posting Check Number 1424 Amount \$992.03



Posting Date 2014 Sep 29 Posting Check Number 1431 Amount \$2,850.00

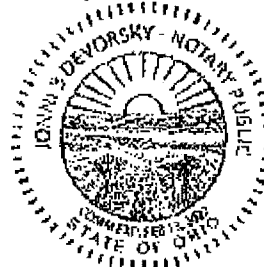


Posting Date 2014 Sep 29 Posting Check Number 1431 Amount \$2,850.00

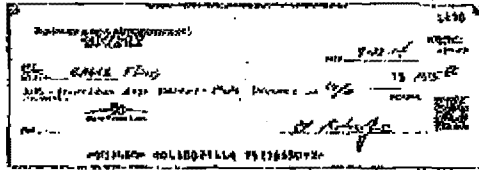
Sworn to and personally appeared before on this 17th day of August 2017.

Jon B. Devorsky

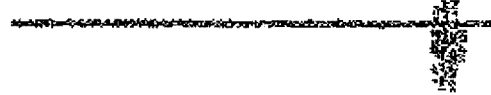
Commission expires: Feb. 13, 2022



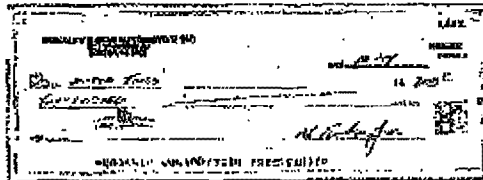
Checks 2014 Tools



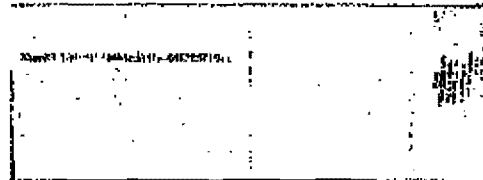
Posting Date 2014 Sep 29 Posting Check Number 1430 Amount \$145.90



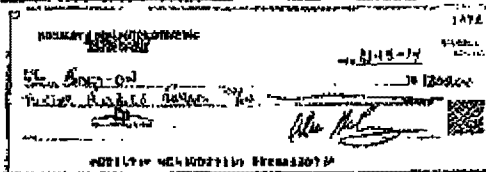
Posting Date 2014 Sep 29 Posting Check Number 1430 Amount \$145.90



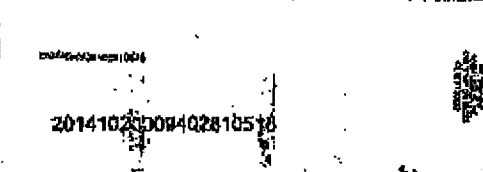
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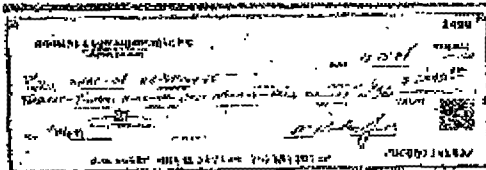
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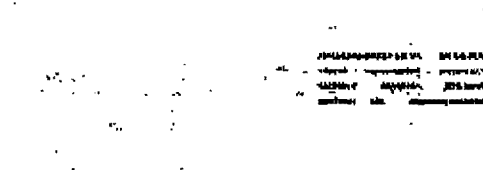
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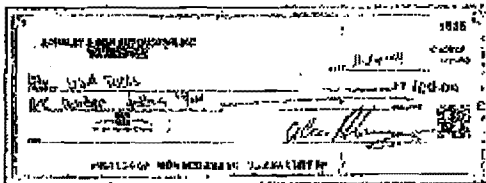
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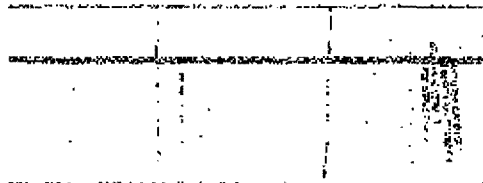
Posting Date 2014 Oct 31 Posting Check Number 1488 Amount \$2,395.82



Posting Date 2014 Oct 31 Posting Check Number 1488 Amount \$2,395.82



Posting Date 2014 Nov 26 Posting Check Number 1655 Amount \$100.00



Posting Date 2014 Nov 26 Posting Check Number 1655 Amount \$100.00

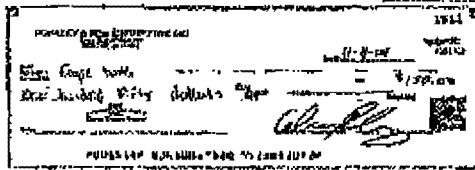
Sworn to and personally appeared before me on this 17th day of August 2017.

Jon B Devorsky

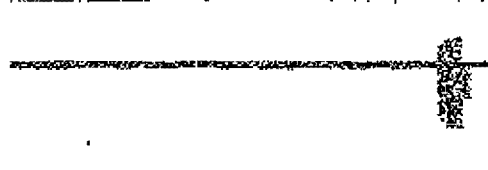
Commission expires: Feb 13, 2022



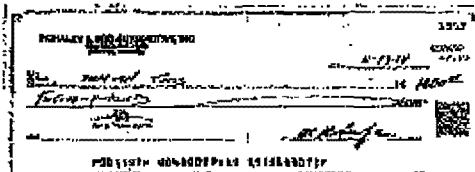
Checks 2014 Tools



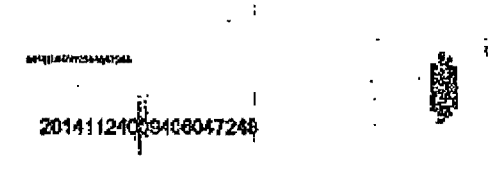
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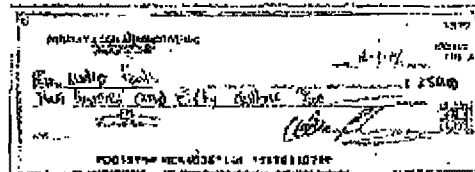
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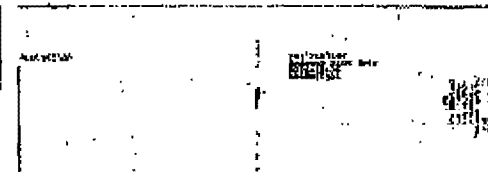
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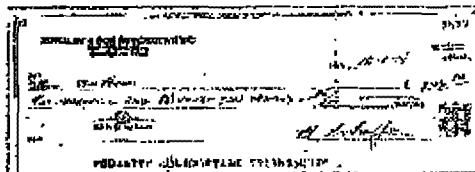
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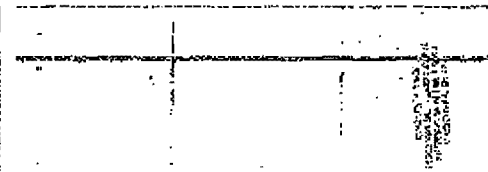
Posting Date 2014 Dec 08 Posting Check Number 1579 Amount \$250.00



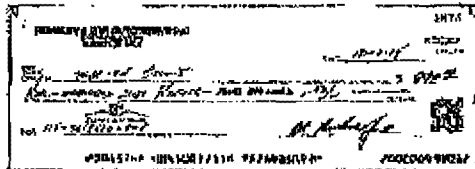
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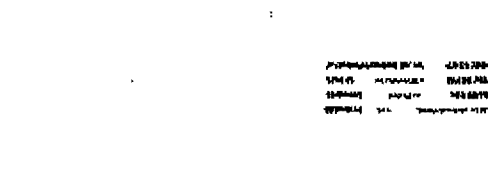
Posting Date 2014 Dec 03 Posting Check Number 1577 Amount \$292.60



Posting Date 2014 Dec 03 Posting Check Number 1577 Amount \$292.60



Posting Date 2014 Dec 04 Posting Check Number 1574 Amount \$992.03

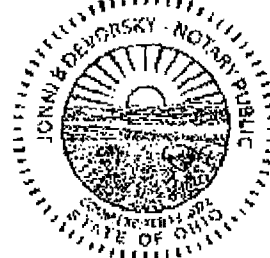


Posting Date 2014 Dec 04 Posting Check Number 1574 Amount \$992.03

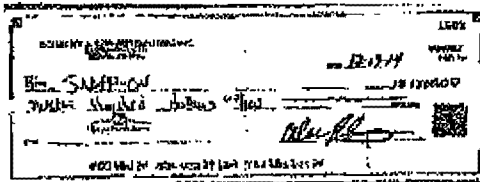
Sworn to and personally appeared before me on this 17th day of August

2019. *John B. Devorsky*

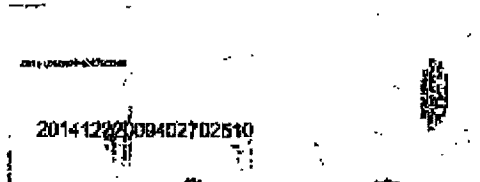
Commission expires: Feb. 13, 2022




Checks 2014 Tools



Posting Date 2014 Dec 22 Posting Check Number
1602 Amount \$1,200.00

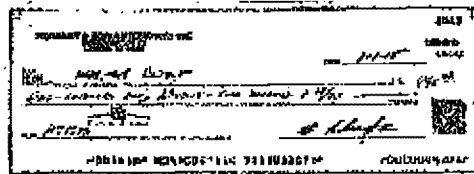


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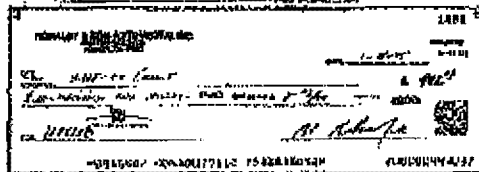

Sworn to and personally appeared before on this 17th day of August 2017
Jonny B Devorsky
Commission expires: Feb. 13, 2022



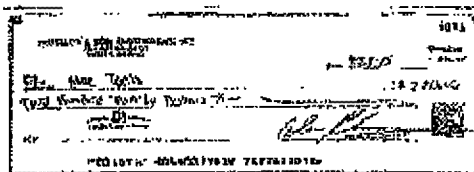
#3072 2015 TOOL CO CHECKS



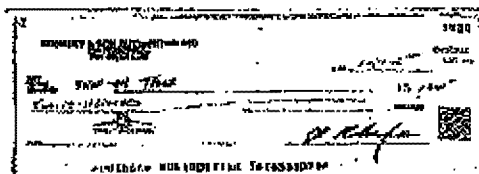
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1613 Amount \$992.03



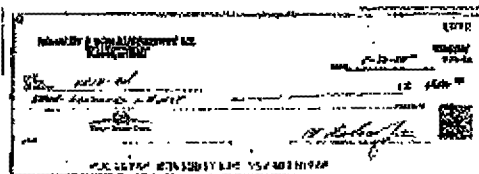
Posting Date 2015 Jan 20 Posting Check Number
1658 Amount \$992.03



Posting Date 2015 Jan 26 Posting Check Number
1671 Amount \$220.00



Posting Date 2015 Jan 26 Posting Check Number
1688 Amount \$1,200.00



Posting Date 2015 Feb 02 Posting Check Number
1679 Amount \$450.00

Posting Date 2015 Jan 08 Posting Check Number
1613 Amount \$992.03

Posting Date 2015 Jan 20 Posting Check Number
1658 Amount \$992.03

Posting Date 2015 Jan 26 Posting Check Number
1671 Amount \$220.00

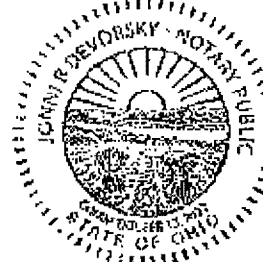
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1688 Amount \$1,200.00

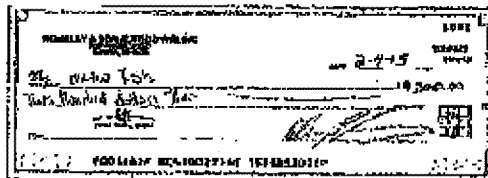
Posting Date 2015 Feb 02 Posting Check Number
1679 Amount \$450.00

John B. Devorsky
Sujorn to and personally appeared before me on this 17th day of August 2017.
John B. Devorsky

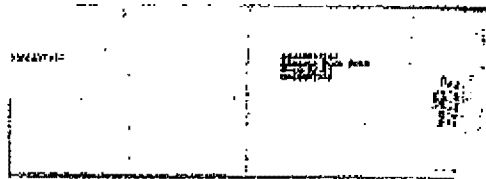
Commission expires: Feb. 13, 2022



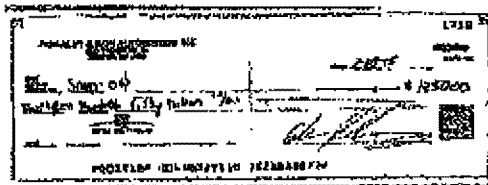
#3072 2015 TOOL CO CHECKS



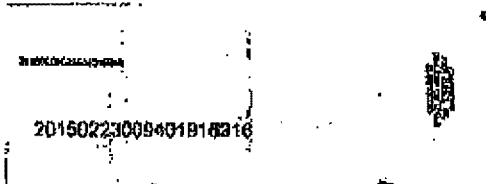
Posting Date 2015 Feb 10 Posting Check Number 1682 Amount \$200.00



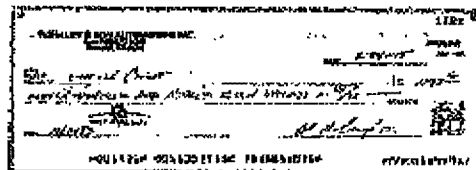
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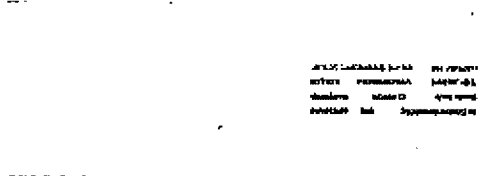
Posting Date 2015 Feb 23 Posting Check Number 1712 Amount \$1,350.00



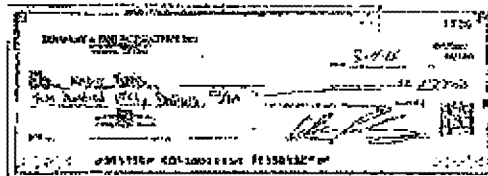
Posting Date 2015 Feb 23 Posting Check Number 1712 Amount \$1,350.00



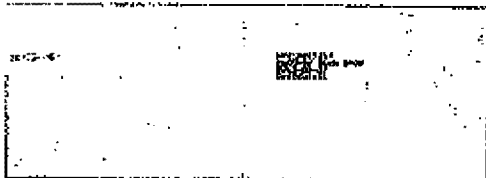
Posting Date 2015 Feb 27 Posting Check Number 1721 Amount \$1,197.98



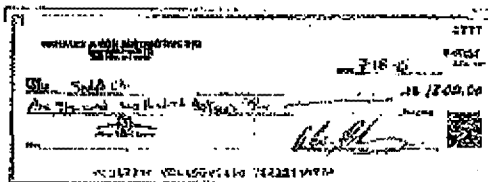
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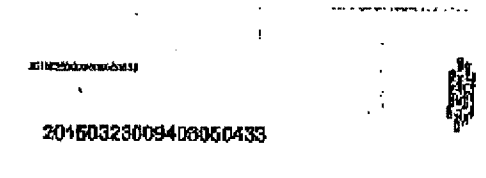
Posting Date 2015 Mar 11 Posting Check Number 1738 Amount \$250.00



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Posting Date 2015 Mar 23 Posting Check Number 1777 Amount \$1,200.00

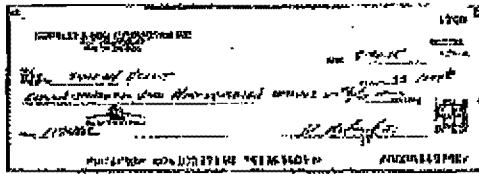


Posting Date 2015 Mar 23 Posting Check Number 1777 Amount \$1,200.00

Sworn to and personally appeared before
[Signature]
 Commission expires: Feb. 13, 2022

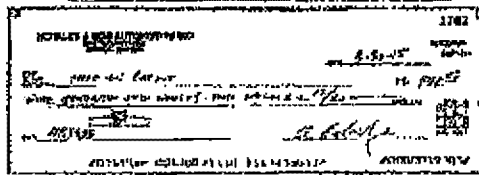


#3072 2015 TOOL CO CHECKS



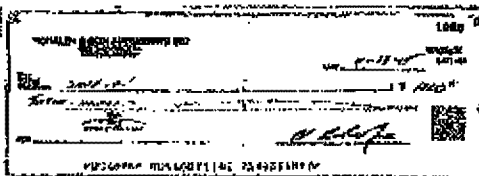
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Posting Date 2015 Apr 02 Posting Check Number 1760 Amount \$1,197.06



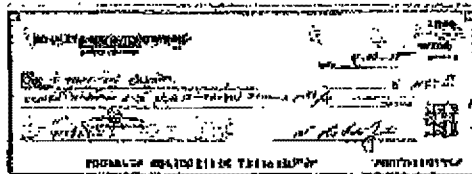
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Posting Date 2015 Apr 02 Posting Check Number 1762 Amount \$992.03



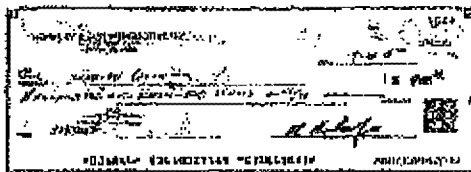
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Posting Date 2015 May 01 Posting Check Number 1845 Amount \$1,197.06

Posting Date 2015 May 01 Posting Check Number 1845 Amount \$1,197.06



Posting Date 2015 May 01 Posting Check Number 1844 Amount \$992.03

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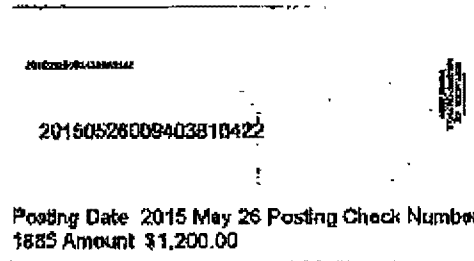
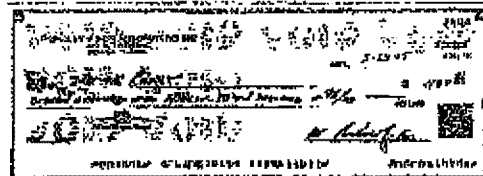
Sworn to and personally appeared before on this 13th day of August 2017
 Jenni B. DeWorsky
 Commission expires: Feb. 13, 2022



#3072 2015 TOOL CO CHECKS

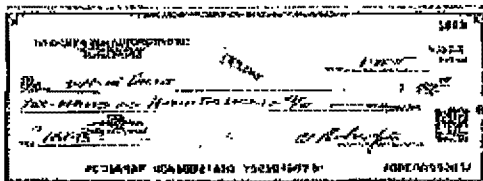


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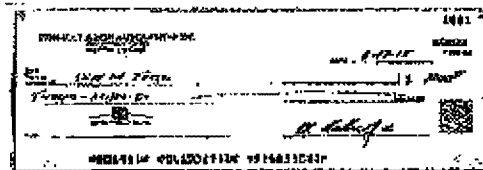
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Posting Date 2015 Jun 01 Posting Check Number
1894 Amount \$1,197.96

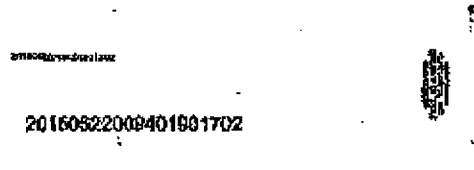


Posting Date 2015 Jun 01 Posting Check Number
1894 Amount \$1,197.96

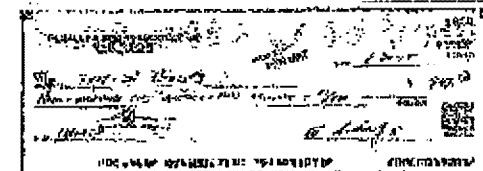
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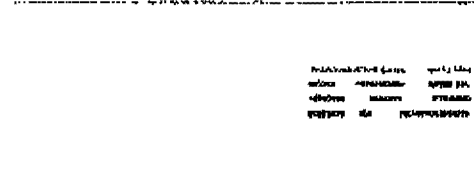
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Posting Date 2015 Jun 22 Posting Check Number
1931 Amount \$1,200.00



Posting Date 2015 Jun 22 Posting Check Number
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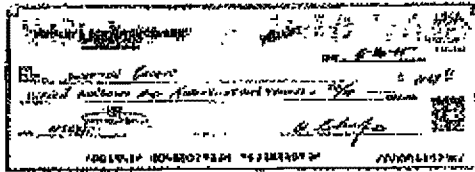
Posting Date 2015 Jun 30 Posting Check Number
1945 Amount \$982.03

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1945 Amount \$982.03

[Signature]
Sworn to and personally appeared before on this 17th day of August 2017
[Signature]
Commission expires: Feb. 13, 2022

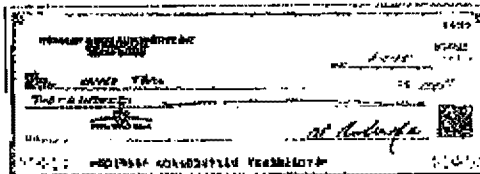


#3072 2015 TOOL CO CHECKS



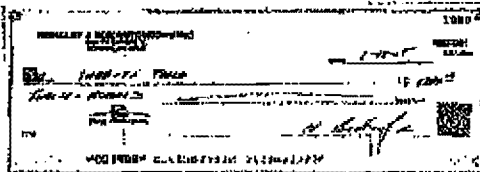
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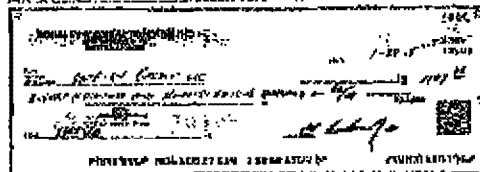
Posting Date 2015 Jul 08 Posting Check Number
1953 Amount \$200.00

Posting Date 2015 Jul 08 Posting Check Number
1953 Amount \$200.00



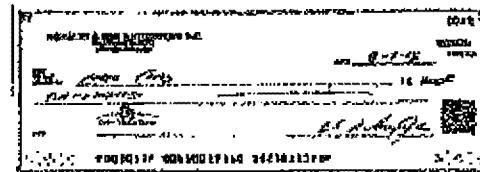
Posting Date 2015 Jul 20 Posting Check Number
1958 Amount \$1,200.00

Posting Date 2015 Jul 20 Posting Check Number
1958 Amount \$1,200.00



Posting Date 2015 Aug 03 Posting Check Number
1886 Amount \$1,197.96

Posting Date 2015 Aug 03 Posting Check Number
1886 Amount \$1,197.96



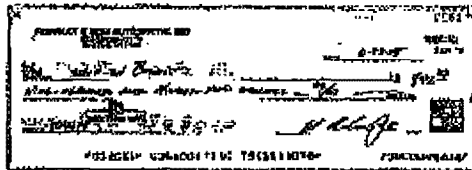
Posting Date 2015 Aug 10 Posting Check Number
2012 Amount \$200.00

Posting Date 2015 Aug 10 Posting Check Number
2012 Amount \$200.00

Sworn to and personally appeared before me on 10th day of August
2017
Paul B Devorak
Commission expires: Feb. 13, 2022

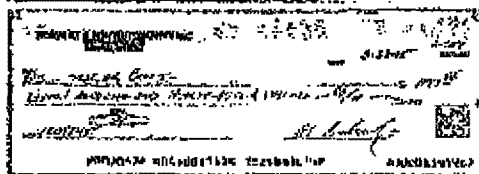


#3072 2015 TOOL CO CHECKS



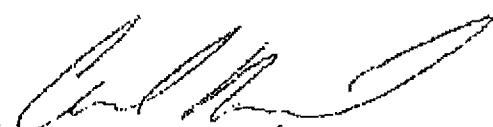
Posting Date 2015 Aug 31 Posting Check Number
2051 Amount \$992.03

Posting Date 2015 Aug 31 Posting Check Number
2051 Amount \$992.03



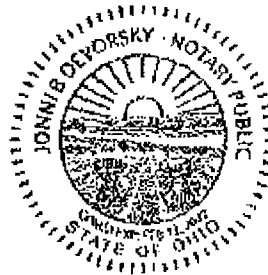
Posting Date 2015 Aug 31 Posting Check Number
2052 Amount \$1,187.86

Posting Date 2015 Aug 31 Posting Check Number
2052 Amount \$1,187.86

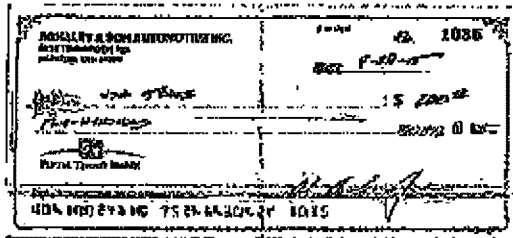

Sworn to and personally appeared before on this 17th day of
August 2017.


Joni B. Devorsky

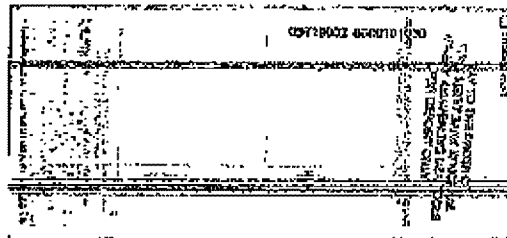
Commission expires: Feb. 13, 2022



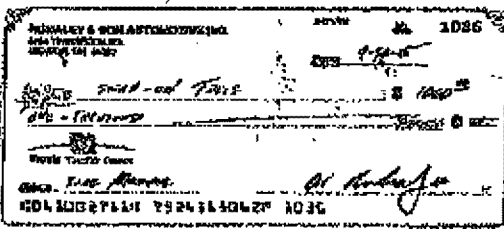
#3042 2015 TOOL CO CHECKS



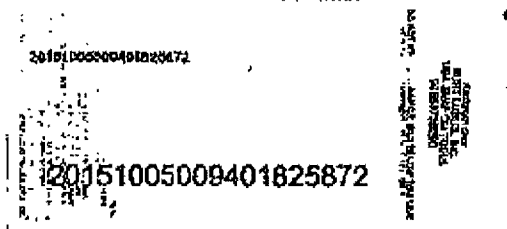
Posting Date 2015 Oct 01 Posting Check Number 1035 Amount \$200.00



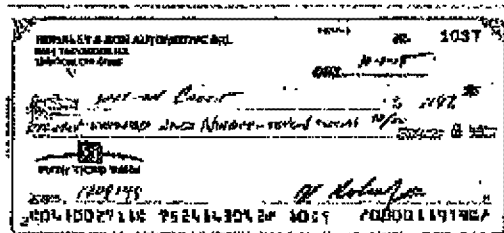
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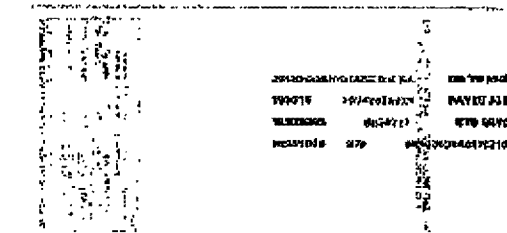
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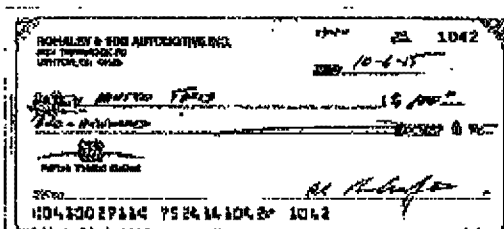
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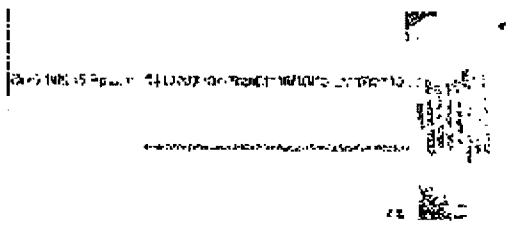
Posting Date 2015 Oct 05 Posting Check Number 1037 Amount \$1,197.96



Posting Date 2015 Oct 05 Posting Check Number 1037 Amount \$1,197.96



Posting Date 2015 Oct 13 Posting Check Number 1042 Amount \$100.00

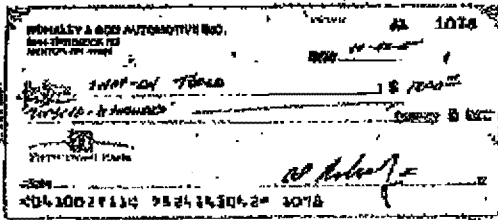


Posting Date 2015 Oct 13 Posting Check Number 1042 Amount \$100.00

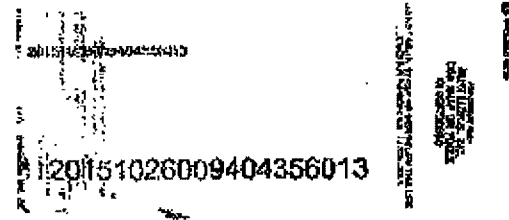
[Signature] Aug 17 2017
 Sworn to and personally appeared before on the 17th day of August 2017
[Signature]
 Commission expires: Feb. 13, 2022



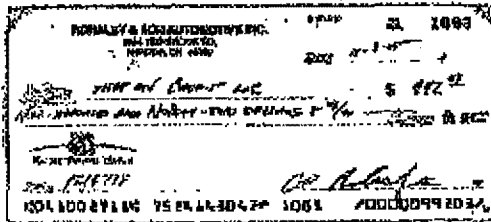
#3042 2015 TOOL CO CHECKS



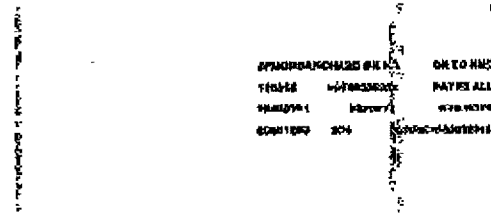
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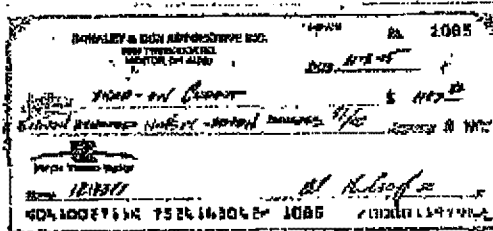
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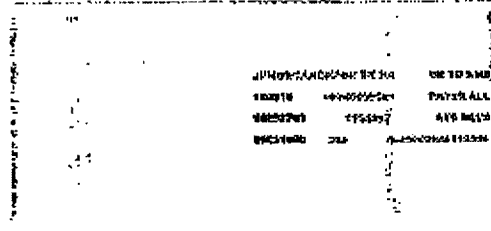
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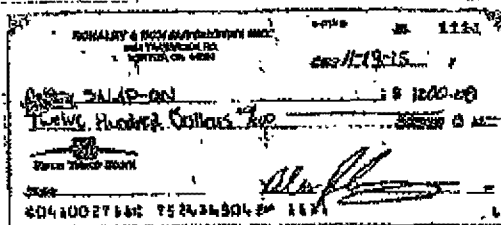
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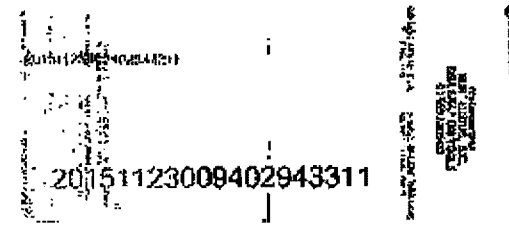
Posting Date 2015 Nov 05 Posting Check Number 1085 Amount \$1,197.96



Posting Date 2015 Nov 05 Posting Check Number 1085 Amount \$1,197.96



Posting Date 2015 Nov 23 Posting Check Number 1111 Amount \$1,200.00

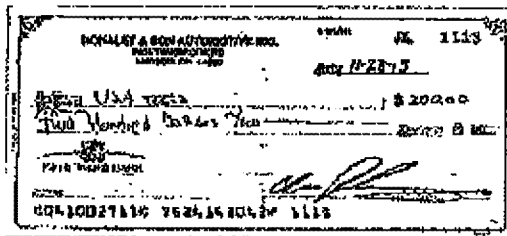


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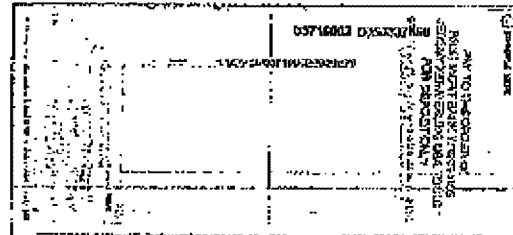
Sworn to and personally appeared before me on the 17th day of August 2017. *April B Deworsky*
Commission expires: Feb. 13, 2022



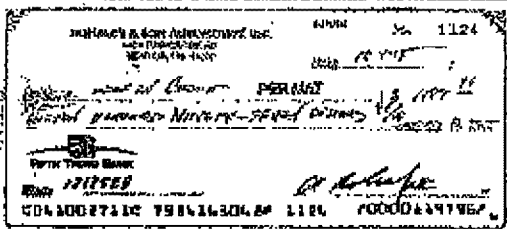
#3042 2015 FOOL CO CHECKS



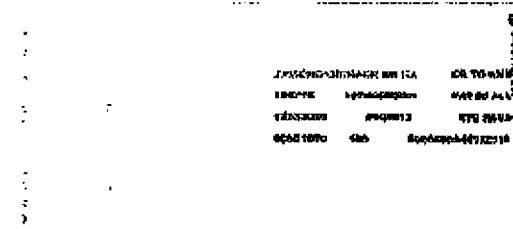
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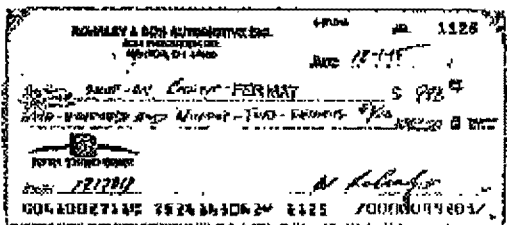
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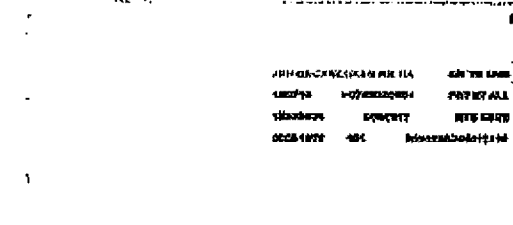
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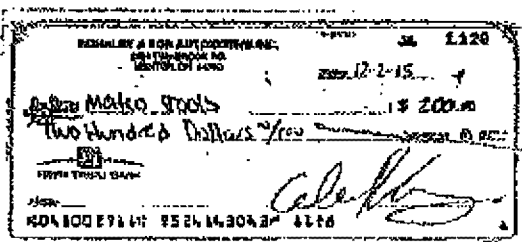
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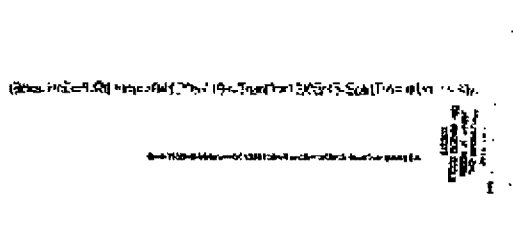
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Posting Date 2015 Dec 07 Posting Check Number 1125 Amount \$992.03



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Posting Date 2015 Dec 08 Posting Check Number 1128 Amount \$200.00

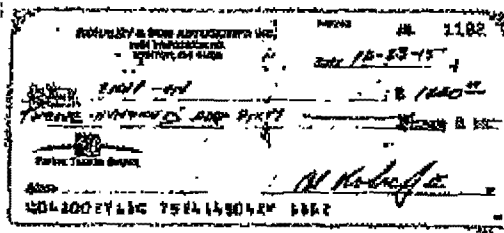
Sworn to and personally appeared before me on this 17th day of August 2017.

Jonni B. DeVorsky

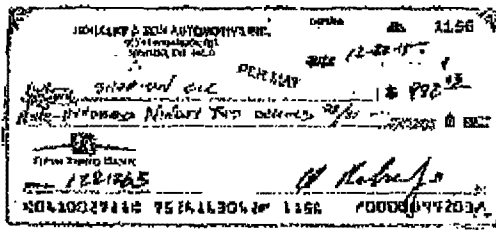
Commission expires: Feb. 13, 2022



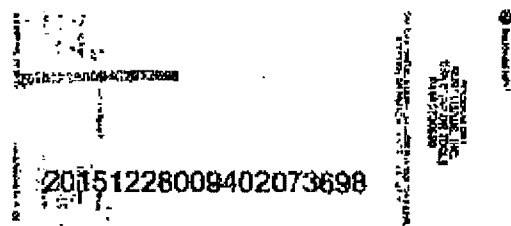
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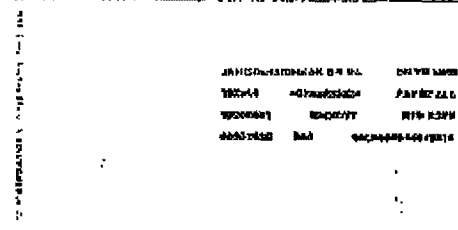
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Posting Date 2015 Dec 29 Posting Check Number 1156 Amount \$992.03



Posting Date 2015 Dec 28 Posting Check Number 1162 Amount \$1,260.00



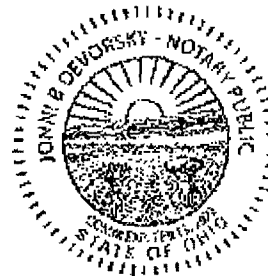
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[Signature]
Aug 17 2017

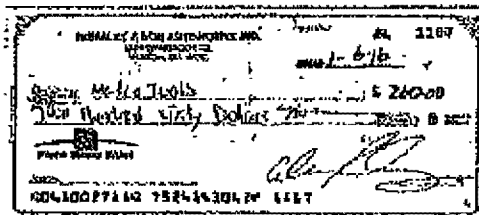
Sworn to and personally appeared before me on this 17th day of August 2017.

[Signature]
Jonny B Devorsky

Commission expire: Feb. 13, 2022



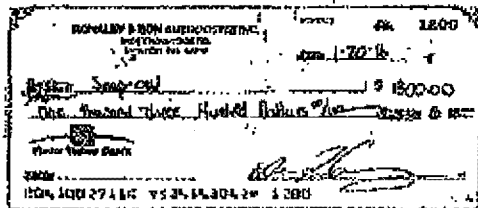
#3042 2016 TOOL CO CHECKS



Check To: LPR

Posting Date 2016 Jan 11 Posting Check Number 1167 Amount \$260.00

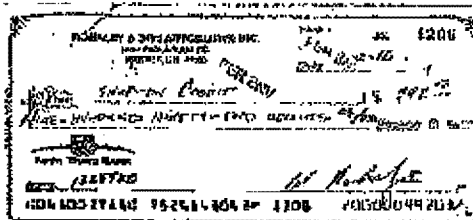
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Posting Date 2016 Jan 25 Posting Check Number 1200 Amount \$1,300.00

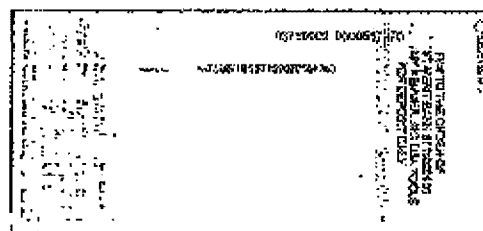
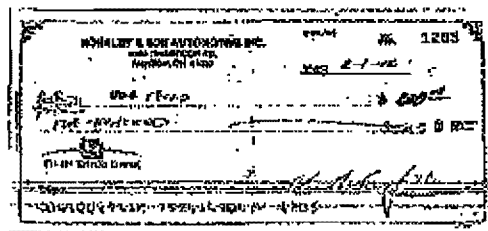
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ATM/Debit/POS/Check
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604100271167 7524143042 1206
604100271167 7524143042 1206

Posting Date 2016 Feb 08 Posting Check Number 1206 Amount \$992.03

Posting Date 2016 Feb 08 Posting Check Number 1206 Amount \$992.03



Posting Date 2016 Feb 08 Posting Check Number 1205 Amount \$200.00

Posting Date 2016 Feb 08 Posting Check Number 1205 Amount \$200.00

Chad R. Dewansky Aug 17, 2017

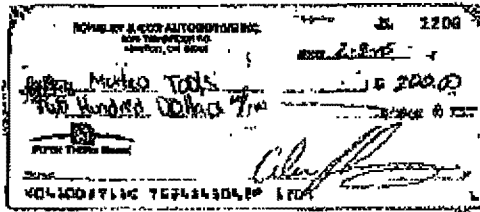
Sworn to and personally appeared before on this 17th day of August 2017

Chad B. Dewansky

Commission expire: Feb. 13, 2022



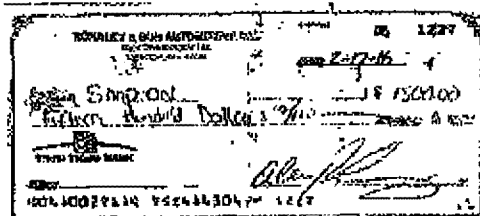
#3042 2016 TOOL CO CHECKS



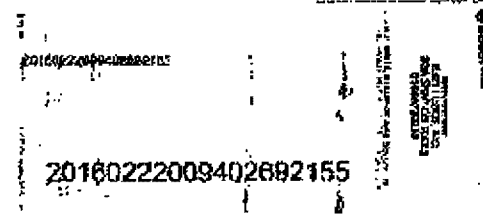
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1209 \$200.00

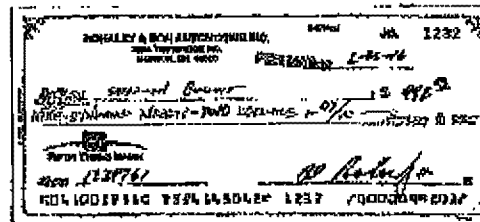
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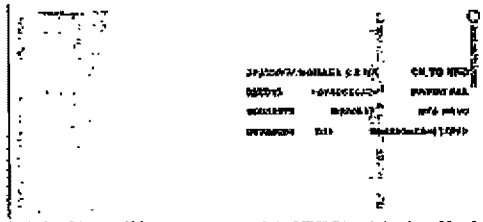
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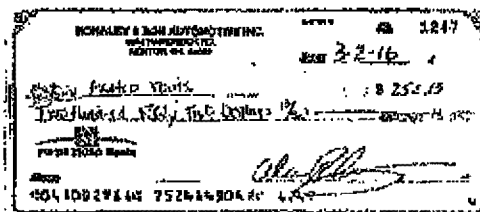
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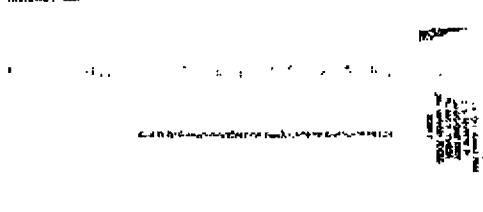
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Posting Date 2016 Feb 29 Posting Check Number 1232 Amount \$992.03



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Posting Date 2016 Mar 07 Posting Check Number 1247 Amount \$252.13

[Signature] Aug 17 2017

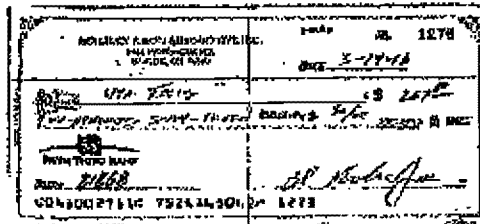
Sworn to and personally appeared before me on this 17th day of August 2017.

[Signature] Philip B. Devorsky

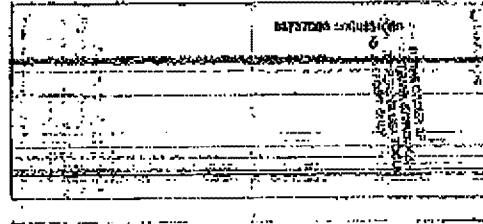
Commission expires: Feb. 13, 2022



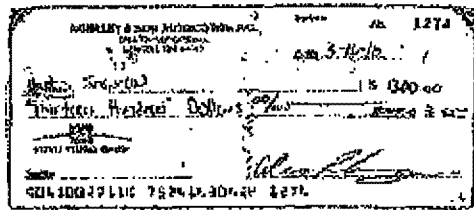
#3042 2016 TOOL CO CHECKS



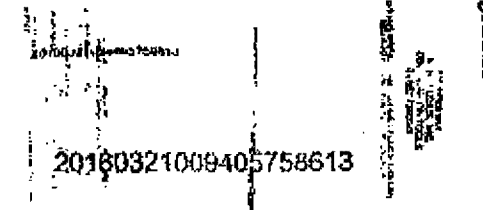
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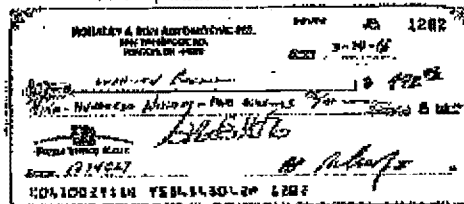
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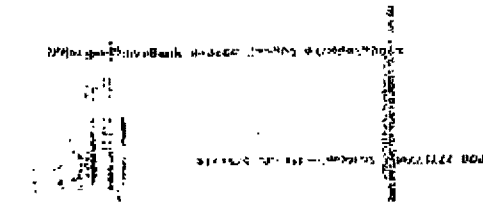
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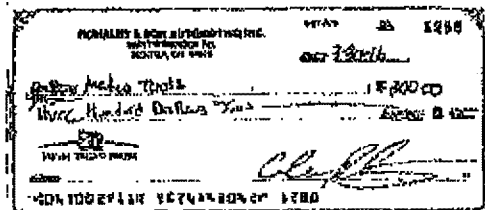
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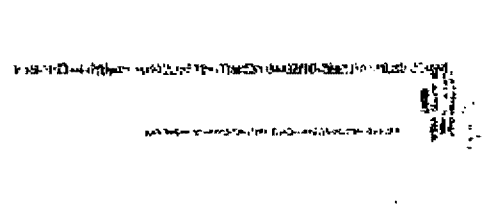
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Posting Date 2016 Apr 01 Posting Check Number 1282 Amount \$992.03



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Posting Date 2016 Apr 04 Posting Check Number 1288 Amount \$300.00

John B. Devorsky Aug 17 2017

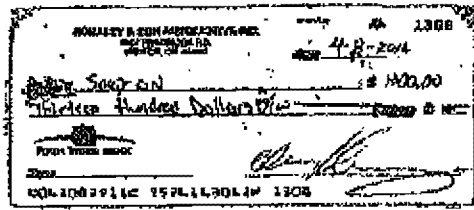
Sworn to and personally appeared before me on this 17th day of August 2017.

John B. Devorsky

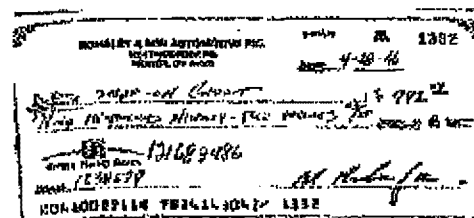
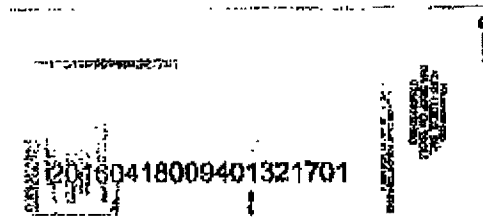
Commission Expires: Feb. 13, 2022



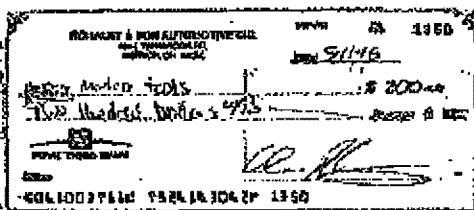
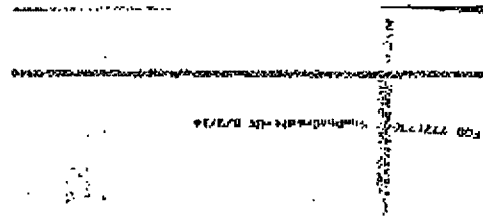
#3042 2016 TOOL CO CHECKS



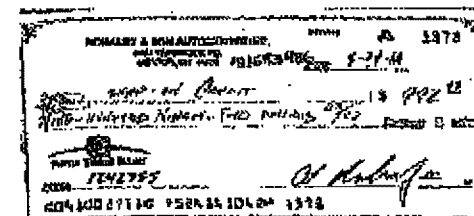
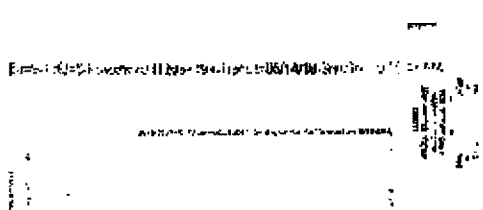
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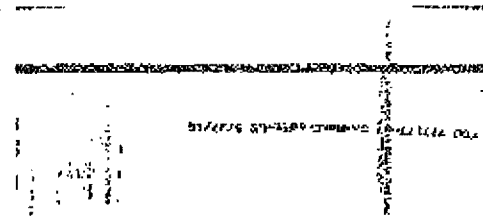
Posting Date 2016 May 03 Posting Check Number 1332 Amount \$992.03



Posting Date 2016 May 16 Posting Check Number 1350 Amount \$200.00



Posting Date 2016 May 27 Posting Check Number 1373 Amount \$992.03



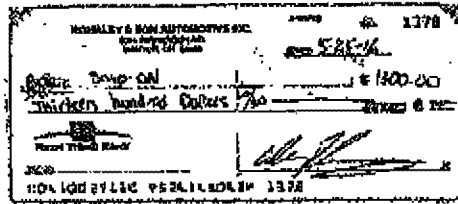
Chris Ruffalo Aug 17, 2017

Sworn to and personally appeared before me on this 17th day of August 2017. *John B. Devinsky*

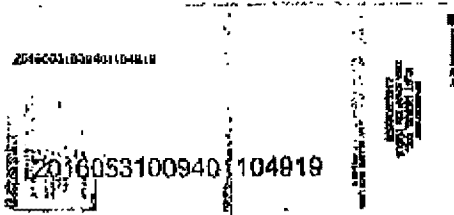
Commission expires: Feb. 13, 2022



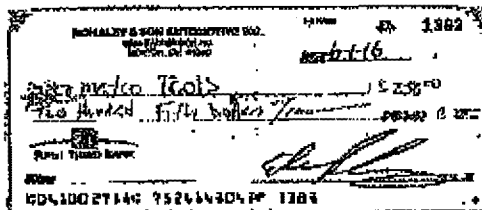
#3042 2016 TOOL CO CHECKS



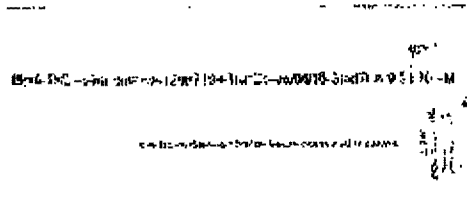
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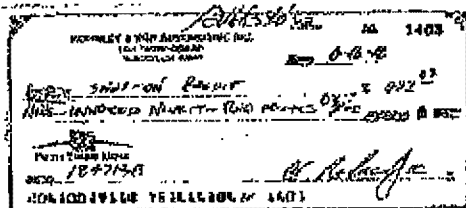
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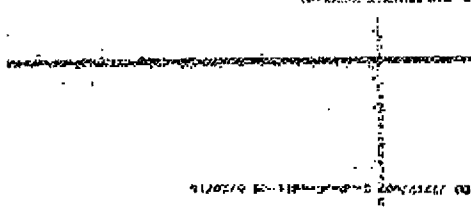
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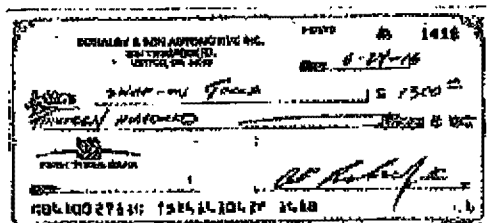
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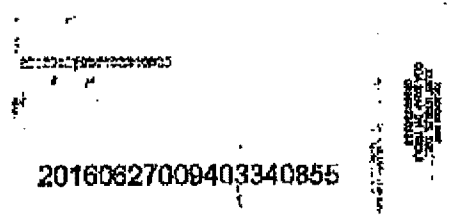
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Posting Date 2016 Jun 21 Posting Check Number 1403 Amount \$992.03



Posting Date 2016 Jun 27 Posting Check Number 1418 Amount \$1,300.00



Posting Date 2016 Jun 27 Posting Check Number 1418 Amount \$1,300.00

[Signature] Aug 17 2017

Sworn to and personally appeared before me on the 17th day of August 2017.

[Signature: Cheri B. Dewansky]

Commission expires: Feb. 13, 2022



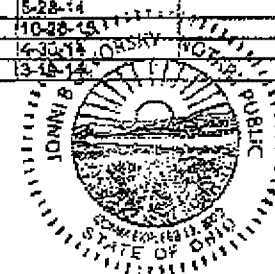
CONTENTS WORKSHEET
Claim #
018-FR-DHR0975-P

INSURED
Rohaley and Son Automotive Inc.
C/O Chad Leonard

301835
Adjuster
Stephan Brasher

ITEM NO.	ROOM (OFF/IMP)	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Used
SNAP ON								
1		Snap On	115-8517592-001	Alignmet Rack/Complete ESWB54SP4	1	1-4-14	\$42,654.95	
2		Snap On	EW41926A	EA0321J16C EAK0288J68 EELR508A	1	2-12-14	\$13,580.75	
3		Snap On	EW5327W	Tire Changer, Tn Back 2-Speed	1	1-1-2014	\$13,000.00	
4		Snap On	EE5P327T12	Verus Diagnostic Scanner	1	5-28-14	\$2,827.00	
5		Snap On	VERUS UPDATE	Scanner Update Verus	1	12-18-15	\$1,336.00	
6		Snap On	RECORDER	UPGRADE 15.4 Scan	1	10-1-15	\$5,350.00	
7		Snap On	BESC318W	Cardi Module ReCorder	1	10-8-15	\$3,885.00	
8		Snap On		Used Scanner Solus Pro	1	8-20-14	\$1,450.00	
9		Snap On		Tool Box	1	2-1-15	\$2,700.00	
10		Snap On	KRA2471	Tool Box (AR)	1	4-30-15	\$2,236.00	
11		Snap On	KRA4830PCM	Roll Cab with Adapters	1	12-18-15	\$1,070.00	
12		Snap On	KRA4830PCM	53 In wide 6 dr Wheel	1	7-20-13	\$1,290.00	
13		Snap On	KRA4830PCM	Top Chest 6 Drawers Blue	1	4-20-13	\$865.00	
14		Snap On	KRA2306PCM	End Cabinet 2 Shelves Blue	1	12-18-15	\$1,000.00	
15		Snap On	CT8850	Tool Box Snap on Purchased Report	1	12-18-15	\$759.95	
16		Snap On	CTS761	18v 1/2" Impact Wrench Kit	1	1-8-15	\$381.95	
17		Snap On	CT761	14.4v 1/4" Hex Drive Kit	1	1-8-15	\$425.95	
18		Snap On	CT725A	14.4v 3/8" Impact Wrench Kit	1	1-8-15	\$408.95	
19		Snap On	CT725	14.4v 1/4" Ratchet	1	11-4-15	\$376.95	
20		Snap On	CT8810A	14.4v 1/4" Impact Wrench	1	11-4-15	\$667.95	
21		Snap On	CT8810A	12v 3/8" Impact Wrench	1	11-4-15	\$667.95	
22		Snap On	CT8810A	18v Hammer Drill	1	11-4-15	\$589.95	
23		Snap On	CT8810A	18v Saw	1	11-4-15	\$734.95	
24		Snap On	CT8810A	18v Grinder	1	7-13-16	\$276.00	
25		Snap On	CT8810A	6 pc Metric Impact Swivel Set	1	1-15-14	\$1,740.00	
26		Snap On	CT8810A	Tool Tire Pressure Sensor System	1	3-12-14	\$177.95	
27		Snap On	CT8810A	7 pc 3D Combo Set	1	2-12-14	\$418.95	
28		Snap On	CT8810A	Tap & Die Set	1	12-18-15	\$421.95	
29		Snap On	CT8810A	14.4v 28" Ratchet Kit	1	2-19-14	\$65.95	
30		Snap On	CT8810A	4pc Inspect Long Pick Set	1	1-15-14	\$1,248.00	
31		Snap On	CT8810A	Software Update Verus	1	5-21-14	\$550.00	
32		Snap On	CT8810A	Torch MIG Flexible Neck	1	4-29-15	\$51.50	
33		Snap On	CT8810A	Socket Adaptor Air Hammer 1/2"	1	4-29-15	\$49.50	
34		Snap On	CT8810A	Socket Adaptor Air Hammer 3/8"	1	4-29-15	\$424.55	
35		Snap On	CT8810A	Super Duty Air Hammer	1	2-12-14	\$166.97	
36		Snap On	CT8810A	4 pc Carbide Burr Wheel	1	5-28-14	\$266.00	
37		Snap On	CT8810A	Socket set Metric Impact Deep	1	5-28-14	\$293.00	
38		Snap On	CT8810A	14pc 3/8Metric Deep Impact	1	5-28-14	\$238.95	
39		Snap On	CT8810A	1/2" 40 Tooth Flex Head Ratchet	1	5-28-14	\$281.00	
40		Snap On	CT8810A	12pc 12 Ft Midset Flex Metric set	1	5-28-14	\$119.95	
41		Snap On	CT8810A	114" Flex Head Ratchet	1	10-28-15	\$30.25	
42		Snap On	CT8810A	19mm Impact Deep Socket	1	4-30-14	\$52.55	
43		Snap On	CT8810A	10pc Left-Hand Extractor Set	1	3-18-14	\$74.25	

Sworn to and personally appeared before me on this 17th day of August 2017.
Yuli B Dewarby Commission expires: Feb. 13, 2022



CONTENTS WORKSHEETS
Chain #
028-FR-DNR0975-P

INSURED
Rehakey and Sons Automotive Inc.
C/O Chad Leonard

TWR025

Adjuster
Stephen Brasher

ITEM NO.	ROOM/CL/APPY	Size or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	User
44		Snap On	MG325	3/8" Drive Impact Wrench	1	3-15-14	\$480.85	
45		Snap On	MG725GMGCC	1/2" Drive HD Air Impact Wrench	1	3-15-14	\$524.86	
46		Snap On	TBL3	3pc 1/2" Drive Tap Socket Set	1	3-15-14	\$49.50	
47		Snap On	BK2000	Video Scope	1	4-2-14	\$1,256.00	
48		Snap On	TPMS3U	Software Update	1	4-10-14	\$262.00	
49		Snap On	TPMS3PRG	PK Sensor Add On	1	4-10-14	\$106.00	
50		Snap On	BLP1	Set Ball Joint/Universal Joint Press	1	10-15-14	\$715.00	
51		Snap On	BLP1OPT	Set Ball Joint Adapters	1	10-15-14	\$285.00	
52		Snap On	BLP1HONDA	Set Ball Joint Adapter Honda/Acura	1	10-26-14	\$100.00	
53		Snap On	EAA0247G2DA	Tool Mount/De-Mount	1	10-26-14	\$92.00	
54		Snap On	QD2R100A	3/8" Fixed-Ratchet Torque Wrench	1	1-14-15	\$350.00	
55		Snap On	QD1R60	Torque Wrench 1/4" DRIVE	1	2-4-15	\$315.00	
56		Snap On	QD1R200	Torque Wrench 3/8" DRIVE 20-200	1	2-4-15	\$315.00	
57		Snap On	SIMM200	SOCKET IMPACT DEEP 20MM	1	2-4-15	\$51.25	
58		Snap On	SIMM210	SOCKET IMPACT DEEP 21MM	1	2-4-15	\$56.25	
59		Snap On	SIMM16	SOCKET IMPACT DEEP 16MM	1	2-11-15	\$21.25	
60		Snap On	BC78	SLEDGE HAMMER 6lb	1	2-11-15	\$152.00	
61		Snap On	EECS350	Testor Battery and Electrical	1	2-11-15	\$438.99	
62		Snap On	EAM0043G71A	Tool Plastic Mount/De-mount	1	2-11-15	\$45.00	
63		Snap On	FHL60	3/8" Drive Ratchet Handle	1	2-11-15	\$129.00	
64		Snap On	DBTBC129	Set Drill Bits	1	2-18-15	\$444.00	
65		Snap On	LD740	Set Disconnect AC/Fuel Lines	1	3-4-15	\$265.00	
66		Snap On	EAX0068L00C	OBD-II Data Cable	1	3-18-15	\$73.00	
67		Snap On	WVR400A	4 pc Carbide Burr w/bag	1	3-18-15	\$166.97	
68		Snap On	ASG103BR	3pc Instant Trim Pad Tool	1	3-18-15	\$104.00	
69		Snap On	ECFBAR300G	Rechargeable Shop Light	1	4-8-15	\$108.00	
70		Snap On	IS-9824	1/2" DRIVE 24" BREAKER BAR	1	4-15-15	\$154.00	
71		Snap On	FKF60	3/4 Flex-Head Ratchet	1	6-17-15	\$108.00	
72		Snap On	EAM0043G71A	Tool Plastic Mount/De-mount	1	8-12-15	\$225.00	
73		Snap On	MG325	3/8" Drive Impact Wrench	1	8-19-15	\$480.85	
74		Snap On	RTEMP8	Multi-laser Infrared Thermometer	1	9-9-15	\$181.50	
75		Snap On	TBS300	Tubing Bender	1	9-16-15	\$77.50	
76		Snap On	TBS200A	Multipurpose Tubing Bender	1	9-9-15	\$67.75	
77		Snap On	1108BTMX	1/4" Drive Knurled Ext. Set	1	10-7-15	\$121.95	
78		Snap On	EAM0043G71A	Tool Plastic Mount/De-mount	1	11-23-15	\$50.00	
79		Snap On	WA16	Tool Tie Rod Trucks	1	11-18-15	\$32.75	
80		Snap On	WA17	Tool Tie Rod Adjusting 1 7/8	1	11-18-15	\$55.25	
81		Snap On	68ACF	Needle Nose Pliers	1	14-20-16	\$45.05	
82		Snap On	87ACF	Needle Nose Pliers 8"	1	14-20-16	\$52.25	
83		Snap On	EAA0354L12A	Vetus Battery	1	5-4-16	\$262.00	
84		Snap On	609ACF	Duck Bill Pliers 9 1/4	1	5-4-16	\$87.00	
85		Snap On	12-02539A	Vetus Power Supply	1	5-4-16	\$83.00	
86		Snap On	16-06321A	Power Cord Vetus	1	5-4-16	\$19.00	
87		Snap On	SIMM16	SOCKET IMPACT DEEP 16MM	1	5-26-16	\$21.25	
88		Snap On	STMM7	Socket Metric Deep 7mm	1	5-25-16	\$23.15	

Insured Signature

Date

Aug 17 2017

Sworn to and personally appeared before me on this 17th day of August 2017.
Jonni B. Denorsky Commission expires: Feb 13, 2022



CONTENTS WORKSHEETS

Claim #

026-FR-DHR0875-P

INSURED

Robelley and Son Automotive Inc.
C/O Chad Leonard

REPAIRS

Adjuster

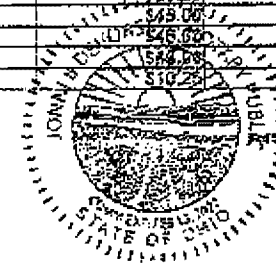
Stephan Brasher

ITEM NO.	ADDITIONAL PART	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Unit
89		Snap On	CTLB35G	18v Monster Lithium Floodlight	1	12-1-16	\$98.85	
90		Snap On	C-B6138	18v Monster Lithium Battery	1	12-1-16	\$174.95	
91		Snap On	10SPTMM	2pc 1/4 Drive Impact Swivel Socket	1	12-22-16	\$275.00	
92		Snap On	BSTBCS13	5/16 Drive Bit	1	12-24-16	\$18.50	
93		Snap On	DBTBCS32	5/32 Drill Bit	1	12-24-16	\$14.95	
94		Snap On	10SPTMM	5pc 1/4 Drive Impact Swivel Socket	1	12-13-16	\$275.00	
95		Snap On	SVTSRAC272A	Kit Cooling System Filter	1	12-13-16	\$257.00	
96		Snap On	EAM0043G71A	Tool Plastic Mount/Dismount	2	7-28-16	\$50.00	
97		Snap On	SIMFN13	SOCKET IMPACT DEEP 13MM	1	7-27-16	\$18.00	
98		Snap On	SGA177BR	10.1 90° Radiator Hose Pick	1	7-20-16	\$32.75	
99		Snap On	THRL72	1/4 Drive Handle Ratchet	1	2-17-16	\$119.95	
100		Snap On	RTD46	48pc Master Reinforcing Tap & Die	1	2-17-16	\$142.95	
101		Snap On	SRPC9000A	Pliers Retaining Ring Fixed Tip 8 3/4	1	12-19-14	\$35.43	
102		Snap On	PW23	8 3/16 Pier Wrench	1	6-28-14	\$57.09	
103		Snap On	SRPC9090A	Pliers Retaining Ring Fixed Tip 8 3/4	1	1-15-14	\$35.43	
104		Snap On	SPSH480	HD Striking 48" Prybar	1	11-15-14	\$139.00	
105		Snap On	210MFSYA	Set Socket Impact Semi-Deep	1	5-28-14	\$183.00	
106		Snap On	214MFAA	Set Socket Metric Impact Shallow	1	5-28-14	\$188.00	
107		Snap On	CJ124A	4pc Steering & All Pulley Puller	1	7-23-14	\$100.00	
108		Snap On	CJ119B	1 Pulley Installer	1	7-30-14	\$119.00	
109		Snap On	CJ122	2pc Pwr Steering Pulley Installer Set	1	7-30-14	\$779.50	
110		Snap On	CJ117C	4pc Steering & All Pulley Puller	1	7-30-14	\$114.00	
111		Snap On	SGT1110	1 Set Terminal Tool 10pc	1	12-8-14	\$122.00	
112		Snap On	YA470C	Manual Bearing Packer	1	12-20-14	\$38.75	
113		Snap On	EAG355L93A	Adapter J1982 to DB15M	1	12-17-14	\$54.95	
114		Snap On	TC123C	Tubing Cutter	1	11-13-14	\$32.50	
115		Snap On	EAM0043G71A	Tool Plastic Mount/Dismount	1	9-10-14	\$45.00	
116		Snap On	SIMM226	Socket Metric Impact Deep 22mm	1	11-7-15	\$36.25	
117		Snap On	SIMM240	Socket Metric Impact Deep 24mm	1	11-7-15	\$42.50	
118		Snap On	TPMA12	12pc Rule 12"	1	3-4-16	\$24.50	
119		Snap On	TR107A	1/2" Valve Tool	1	3-4-16	\$16.55	
120		Snap On	ECCR3	1 Car Scan Code Reader	1	1-21-16	\$259.50	
121		Snap On	YA161	Holder Tool Magnetic Bar	1	1-6-16	\$77.50	
122		Snap On	SIMFN13	Socket Impact Deep 13MM	1	7-6-16	\$19.00	
123		Snap On	ECF665C	Flashlight LED 150	1	1-27-16	\$94.75	
124		Snap On	CHN480	Pliers Adjustable Joint 20"	1	3-23-16	\$112.00	
125		Snap On	DBBACP	Mini Needle Nose Pliers	1	3-23-16	\$68.25	
126		Snap On	LP404	Set Locking Pliers 4pc	1	4-15-16	\$85.50	
127		Snap On	ADBACP	Pliers Needle Nose Mini 35" Banl	1	3-23-16	\$88.25	
128		Snap On	312CF	HD Diagonal Cutter 11"	1	3-23-16	\$77.85	
129		Snap On	STMM18	Socket Metric Deep 18mm	1	3-23-16	\$25.15	
130		Snap On	509ACP	Duck Bit Pliers 1/4	1	3-23-16	\$67.00	
131		Snap On	LP7VR	Pliers Locking Curved Jaw w/ Cutter	1	4-13-16	\$28.00	
132		Snap On	LP1GSRV	Pliers Locking Grooved Jaw 10"	1	4-13-16	\$39.25	
133		Snap On	IFTMM13	Socket Metric Impact Shallow Swivel	1	4-1-16	\$45.00	
134		Snap On	IFTMM15	Socket Metric Impact Shallow Swivel	1	4-1-16	\$46.00	
135		Snap On	IFTM45	Socket Metric Impact Shallow Swivel	1	4-1-16	\$46.00	
136		Snap On	DBTBC782	Drill Bit 7/8"	1	3-23-16	\$10.25	

Signed Separately

Date Aug 17 2017

Signed to and personally appeared before me on this 17th day of August 2017.
 John B. DeWorshy Commission expires: Feb. 13, 2022



CONTENTS WORKSHEETS
Claim #
028-FR-DHR0975-P

INSURED
Robley and Son Automotive Inc.
C/O Chad Leonard

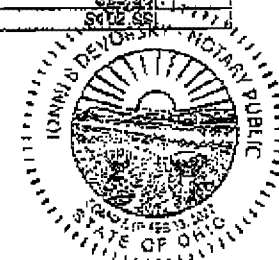
TESTER
Adjuster
Stephan Braucher

ITEM NO.	ROOM/CL/R/P	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Use*
137		Snap On	D9T9C121	Set Drill Bit	1	3-25-16	\$245.00	
138		Snap On	WA13A	Tool Tie Rod Adjusting 3 3/4	1	10-7-15	\$24.00	
139		Snap On	WA16	Tool Tie Rod Trucks 4 7/8	1	10-7-15	\$52.75	
140		Snap On	WA17	Tool Tie Rod Adjusting 4 3/4	1	10-7-15	\$55.25	
141		Snap On	WA12A	Tool Tie Rod Adjusting 3 3/4	1	10-7-15	\$31.50	
142		Snap On	SIMM192	Socket Wrench Impact Deep 19mm	1	10-21-15	\$30.25	
143		Snap On	IMFWIS14	Socket Wrench Semi Deep 14mm	1	10-21-15	\$16.90	
144		Snap On	EAC010.62A1	Vanis Screen Protector	1	2-28-14	\$26.85	
MATCO								
145		Matco	FL11113	Clip Sing Aqua	1	1-8-14	\$35.00	
146		Matco	DT4	3.6 Digital Tire Inflator	1	1-8-14	\$108.98	
147		Matco	CFSHD17	17cc End Cap Filter W/R	1	1-22-14	\$130.50	
148		Matco	TPX35515	18mm Gear Wrench	1	1-22-14	\$47.50	
149		Matco	IMDX9	19cc Deep Well Bolt Extra	1	1-22-14	\$170.18	
150		Matco	BPHSE15	5pc Ballpin Hammer Set	1	2-12-14	\$195.24	
151		Matco	JERKY	JERKY	2	2-12-14	\$10.30	
152		Matco	KMS	Road Prop	1	2-19-14	\$42.05	
153		Matco	ACFL20305	Shade Strip LED	1	2-23-14	\$84.90	
154		Matco	MV7201	Fluid Evaporator Plus 3.6	1	2-2-14	\$124.00	
155		Matco	SP3931	2.5 x 9/16 Magnetic Bar	1	2-5-14	\$14.15	
156		Matco	OP2416RB	3/4 x 1/2 Adapter	1	4-8-14	\$51.28	
157		Matco	SR10	4pc Stud Remover Metric	1	4-25-14	\$86.84	
158		Matco	SPG84C	1/4 x 4 Screw Driver Green Slot set	1	4-30-14	\$110.25	
159		Matco	SALXR3TA	13pc 1/4 In Chr Lock E	1	6-21-14	\$128.84	
160		Matco	WAFN3046	Alligator Claw F/PUR	1	8-11-14	\$9.87	
161		Matco	H13016-16	Hose F/3018 Inflator	1	9-3-14	\$16.90	
162		Matco	DT4 Battery	Battery	1	9-3-14	\$5.10	
163		Matco	SASE50PA	1/4" Dr Silver Eagle M	1	10-7-14	\$129.03	
164		Matco	MBK6K	Tool Box Black - Black	1	10-28-14	\$36.95	
165		Matco	AC55010C	AirKit (Cooling Sys All)	1	12-17-14	\$178.59	
166		Matco	NUTCUP	Magnetic Bowl	1	1-7-15	\$45.99	
167		Matco	V1251	25" Straight Nozzle Blow	1	2-2-15	\$52.03	
168		Matco	SFF2L	Spill Free Funnel with LI	1	2-4-15	\$48.54	
169		Matco	AG1E4	AutoGrip 2-Ton Puller	1	2-4-15	\$98.71	
170		Matco	V1061	4" Full Flow Nozzle BLOWG	1	2-4-15	\$26.45	
171		Matco	SL4R	4200MAH LI-ION Fuel PK	1	2-18-15	\$43.15	
172		Matco	TPS3410	Tailpipe Expander Kit	1	3-4-15	\$279.99	
173		Matco	SARH6LT	E4 - E10 6pc Chrome	1	3-11-15	\$109.43	
174		Matco	JERKY	JERKY	2	6-24-16	\$12.50	
175		Matco	CT410K	Master Compression Tester	1	8-16-16	\$172.90	
176		Matco	PPSK	Power Probe Bulbrite Solder	1	7-1-15	\$58.87	
177		Matco	IMDX9F	18pc Ext 13 Deepwell Mat	1	9-5-15	\$23.88	
178		Matco	IMDX9G	18pc Ext 9/16-14mm Deepwell Mat	1	9-9-15	\$23.98	
179		Matco	IMAS4	Mechanics Seat	1	9-16-15	\$912.85	

Signed Signature

Date Aug 17 2017

Synorn to and before me personally appeared on this 17th of August 2017.
John B Devowsky Commission expire: Feb. 13, 2022



CONTENTS WORKSHEET

Claim #

028-FR-DHR0975-P

INSURED

Rohaley and Son Automotive Inc.
C/O Chad Leonard

THUNDER

Adjuster
Stephen Spracher

ITEM NO.	ACCOUNT #	Brand or Manufacturer	MODEL #	Item Description	Quantity	Purchased Date	REPLACEMENT COST	Used*
180		Matco	SEXS25	25pc Screw Extractor	1	8-30-15	\$99.99	
181		Matco	MBXS	5pc 1/2 Drive Bolt Extractor	1	8-30-15	\$181.83	
182		Matco	TLST38	Torque Limiting AL	1	12-02-15	\$158.50	
183		Matco	H1DT4-G4	Battery F074	1	1-13-15	\$9.88	
184		Matco	H13015-165	Black Hose w/o Chuck	1	1-13-15	\$18.49	
185		Matco	TOY110A	Toyota Oil Filter Tool	1	2-24-15	\$28.27	
186		Matco	BM581	Axe Assist Knife H390 St	1	3-23-15	\$224.18	
187		Matco	ACMD38-240	Mind Ductor Coil Kit	1	5-11-15	\$159.89	
188		Matco	AL13412A-134A	Aluminum Gauge Set	1	7-8-15	\$139.50	
189		Matco	A328RP	45 Triple Bay 26" Toolbox Block	1	1-14-14	\$7,000.85	
190		AUDI	B4 2.7L	Audi B5 S4 Parts	1	8-16-15	\$1,106.00	
191		FTG	KO4-919et	Ball KO4 Turbos (L&R)	2	7-15-15	\$1,800.00	
192		FTG		SS b564 Tienoris Downpipe	1	7-15-15	\$330.00	
193		FTG		IS Pipe	1	7-15-15	\$140.00	
194		FTG		Mat Housing	1	7-15-15	\$100.00	
195		FTG		Ecu tuned for Upbronic staged	1	7-15-15	\$500.00	
196		FTG		Dryer valves	1	7-15-15	\$100.00	
197		FTG		Side Mount Intercoolers	2	7-15-15	\$235.00	
198		ECS		Injectors with connectors	1	7-15-15	\$220.00	
199		ECS		PMFVINLINE High Flow Fuel Pump	1	8-7-15	\$127.93	
200		ECS	07812113D	07812113D 71D Thermostat	1	8-7-15	\$20.86	
201		ECS	078168478KT2	078168478KT2 Timing Belt Kit	1	8-7-15	\$181.78	
202		ECS	8D0121055T	8D0121055T Radiator Hose Lower	1	8-7-15	\$66.24	
203		ECS	8D012101AG	8D012101AG Radiator Hose Upper	1	8-7-15	\$131.88	
204		ECS	078121082E	078121082E Auxiliary Water Pump Hose	1	8-7-15	\$73.85	
205		ECS	078145755B	078145755B Connection Piece	1	8-7-15	\$21.85	
206		ECS	8D0121108G	8D0121108G Expansion Tank Hose	1	8-7-15	\$38.53	
207		ECS	078145775B	078145775B Oil Supply Line Right	1	8-7-15	\$155.13	
208		ECS	078145735D	078145735D Oil Return Line Right	1	8-7-15	\$154.82	
209		ECS	078145777C	078145777C Oil Supply Line Left	1	8-7-15	\$215.44	
210		ECS	078145735E	078145735E Oil Return Line Left	1	8-7-15	\$209.94	
211		ECS	8PK1858KT	8PK1858KT Accessory Belt Kit	1	8-7-15	\$57.42	
212		ECS	034-500-0007KT	034-500-0007KT Density Line	1	8-7-15	\$170.05	
213		ECS	002688ECSKT	002688ECSKT Coil Pack	1	7-9-15	\$408.98	
214		ECS	349AKT3	349AKT3 18" Style 349 Wheels (4)	4	7-8-15	\$426.83	
215		ECS	0788121082H	0788121082H Aux Water Pump Hose	1	7-8-15	\$17.29	
216		ECS	078121096AD	078121096AD Oil Cooler Hose	1	7-9-15	\$18.12	
217		ECS	EC810152KTW8C	EC810152KTW8C Wheel Spacers/Gl Spm	4	7-9-15	\$109.54	
218		SP Goodrich	225/40ZR14	88G G Force 225/40ZR14 (4)	4	7-31-15	\$486.72	
219		Interstate Battery	MT48	MT48-H600 Battery	1	7-31-15	\$117.95	
220		GMC	1GTC514A8N8815081	GMC SON Custom Truck 1992	1		\$5,000.00	
221		INGECID	IC2 250 88141033640	ICredit Card/Debit Card Machine	1		\$245.88	

Sworn to and personally appeared before on this 17th day of August 2017.
 Gm B Dewarshy Commission expire: Feb. 13, 2022

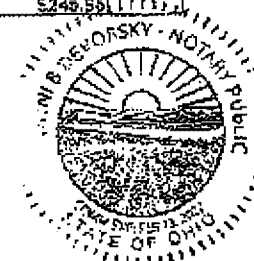


Exhibit 9
1 of 2

M

Fwd: CANCEL INSURANCE

1 message

Chad Leonard <chadleonard12@gmail.com>
To: Lawrence Bodnar <labb303@att.net>

Thu, Dec 15, 2016 at 11:20 AM

Thank you Larry can you confirm that this is the texts from you and I today about my insurance policy.

Chad- Larry any way you could email me details about Albert calling to cancel the policy? Lawyer wants it for some paperwork. Just a quick summary of the call with rough dates etc..... would help greatly thanks Buddy,
Chad

Larry- 1/3 Albert called me about a week ago and requested that I cancel the business policy, effective I believe he said said mid October. I told him I couldn't
2/3 cancel the policy any other day except the current date but I needed him to email me a request to cancel. He never did. Alec sent me a cancel request vi
3/3 a text on Monday, I ignored it he's not a principle on the policy

Chad- Thank you anyway you can email that? It exactly what I need.

Larry- It was an email, I forwarded it to you

Please confirm above.
Thank you Larry,
Chad Leonard
(Quoted text hidden)

Chad Leonard

Aug 17, 2017

Sworn to and personally appeared before on this 17th day of August
2017. *Jonni B Dewarolay*
Commission expire: Feb. 13, 2022



Exhibit 9
2 of 2

M

Fwd: CANCEL INSURANCE

1 message

Lawrence A. Bodnar <lab303@att.net>
To: Chad Leonard <chadleonard12@gmail.com>

Thu, Dec 15, 2016 at 11:10 AM

----- Forwarded message -----

From: Alec Rohaley <alecrz28@yahoo.com>
Date: Dec 12, 2016 7:29 AM
Subject: CANCEL INSURANCE
To: lab303@att.net
Cc:

PLEASE CANCEL INSURANCE AT 8654 TWINBROOK ROAD. PLEASE CALL ME WHEN U GET
THIS, THANKS, 440-256-7762.

 Aug. 17, 2017

Sworn to and personally appeared before me on the 17th day of August
2017. John B. Devorsky

Commission expires: Feb. 13, 2022



EXHIBIT C



Stephen Sherwood
Unit Manager

P O BOX 3095
Naperville, IL 60566

(830) 961-8820
(865) 828-3975 (fax)
ssherwo2@travelers.com

March 14, 2018

Chad Leonard
Rohaley and Son Automotive Inc
7481 Brenel Dr
Mentor, OH 44060

RE: Insured: Rohaley - Son Automotive Inc
Claim Number: DHR0975
Policy Number: 680 -0E628194
Date of Loss: 01/07/2017
Loss Location: 8654 Twinbrook Rd Mentor OH
Underwriting Company: Travelers Casualty Insurance Company of America (Travelers)

Dear Mr. Leonard,

This letter is in follow up to your request from January 5, 2018 to review our coverage denial on the above referenced claim again. The loss was originally reviewed and denied on July 24, 2018. You requested a review of the denial and submitted additional documentation on August 21, 2018. A review of that information resulted in a confirmation of our initial claim denial. In January and February 2018 additional documents were submitted for another review. We have completed our review of this additional documentation and it does not change our coverage decision. Travelers must maintain its denial of coverage as explained in detail below.

You have questioned the denial of the claim stating that Mr. Rohaley was neither a partner nor employee of Rohaley and Son Automotive after 10/28/2016. Yet, the court documents that you provided continue to refer to Mr. Rohaley as a "Co-owner" of the business after 10/28/2016. Further, the corporate documents for Rohaley and Son Automotive Inc. state Albert C. Rohaley is an incorporator, director, president, treasurer, responsible party and statutory agent of the business. However, as explained in detail below, Mr. Rohaley's status in the business is not the only basis for our coverage position.

Our investigation indicates that there is no evidence of direct physical damage to covered property caused by a covered cause of loss. In addition, the policy conditions were violated by the late reporting of the alleged loss discovered by you on January 7, 2017 but not reported to Travelers until May 24, 2017. It is also noted that the policy was renewed with Travelers on 12/16/2016 without notifying Travelers that the business had closed on 10/28/2016.

Based on the facts reported, the business closed on 10/28/2016 when Mr. Rohaley moved from the business premises and opened another business at a different location. You reported that Mr.

Page 3

Rohaley locked you out of the business in 2015 and court documents describe an ongoing legal dispute between you and Mr. Rohaley as co-owners of Rohaley and Sons Automotive Inc. You advised that by court order, you were allowed to enter the building on October 16, 2016 and that is when you last observed the alleged missing business property.

You advised that you discovered missing business property on January 7, 2017 when you gained access to the business premises after the business closed on October 28, 2016. You also advised that there was no sign of a break in or forced entry into the premises. In contrast, Mr. Rohaley, the co-owner of the business who had access to the property at all times advised that no property was stolen.

POLICY

Travelers issued a policy of insurance to Rohaley and Sons, the named insured, based on representations that it was a corporation doing business as an automotive repair facility. The policy was renewed on 12/16/16. There are several policy limitations and exclusions that preclude coverage for this claim as explained below. As a reference, I have provided the following section of Rohaley and Sons' policy, (MPT1020205), which explains that this loss is not covered:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by our resulting from a Covered Cause of Loss.

1. Covered Property

* * *

b. Business Personal Property located in or on the buildings described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

* * *

4. Covered Causes of Loss

RISK OF DIRECT PHYSICAL LOSS unless the loss is

- a. limited in Paragraph A.5., Limitations; or
- b. Excluded in Paragraph B., Exclusions

5. Limitations

* * *

d. We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss, if the building where loss or damage occurs has been "vacant" for more than 60 consecutive days before that loss or damage occurs:

- (1) Vandalism;
- (2) Sprinkler Leakage, unless you have protected the system against freezing;
- (3) Building glass breakage;

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- (4) Discharge or leakage of water;
- (5) "Theft"; or
- (6) Attempted "theft".

With respect to Covered Causes of Loss other than those listed in Paragraphs (1) through (6) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

h. Neglect

Neglect of an insured to use reasonable means to save and preserve property from further damage at and after the time of loss.

2. We will not pay for loss or damage caused by or resulting from any of the following:

h. Dishonest or criminal acts by you, or any of your partners, "members", officers, "managers," "employees" (including leased employees), directors, trustees, authorized representatives, or anyone else to whom you entrust the property for any purpose:

- (1) Acting alone or in collusion with others or;
- (2) Whether or not occurring during the hours of employment

i. Voluntary parting with any property by your or anyone to whom you have entrusted the property.

m. Property that is missing, where the only evidence of the loss is a shortage upon taking inventory, or other instances where there is no physical evidence to show what happened to the property.

n. Loss of property or that part of any loss, the proof of which as to its existence or amount is dependent on:

- (1) Any inventory computation; or
- (2) A profit and loss computation.

3. We will not pay for loss or damage caused by or resulting from any of the following under Paragraphs a. through c. But if an excluded cause of loss that is listed in Paragraphs a. and b. below results in a Covered Cause of Loss, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

Page 3

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

E. PROPERTY LOSS CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

3. Duties in the Event of Loss or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

(2) Give us prompt notice of the loss or damage. Include a description of the property involved.

(3) As soon as possible, give us a description of how, when and where the loss or damage occurred.

F. COMMERCIAL PROPERTY CONDITIONS

1. Concealment, Misrepresentation or Fraud

This Coverage Form is void in any case of fraud by you. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this Coverage Form.

DECISION

Travelers is maintaining the denial of coverage for all of the reasons stated in our letter dated July 24, 2017. In addition, the policy does not provide coverage for theft from a building that has been vacant for 60 days. You advised that the loss was discovered on 1/7/2017 after the property had been vacant for more than 60 days. As such, the vacancy limitation precludes coverage for the loss.

Any loss caused by neglect of any insured or the acts or decisions of any person including the failure to act or decide is excluded by the policy. Decisions or acts by a co-owner of the named insured may have caused this loss. Please also note that loss of property that can only be shown through inventory is excluded by the policy. As previously advised, dishonest acts by you or any of your partners, members, officers, managers, employees, directors, trustees, or anyone to whom you entrust the property for any purpose are not covered. Voluntary parting with any property by you or anyone else to whom you have entrusted the property is also not covered.

Finally, the policy conditions were not met in this case. You are required to give us prompt notice of the loss as soon as possible. Although you discovered the loss on 1/7/2017, you did not report this loss to Travelers until 5/24/2017 after completing an inventory of the business.

Page 3

Our coverage decision is based on the information and documentation we received during our investigation of this claim. We have reviewed all of the information and documents that you have provided and we have conducted a thorough investigation of the facts surrounding this claim.

Your policy may have other terms, conditions and exclusions that apply to this claim. We do not waive any rights, including our right to deny coverage, for any other valid reason under the policy or at law.

Please review the Legal Action Against Us condition of your policy as it contains important information about the period of time in which you may bring legal action.

We understand that this is not the outcome that you desired but hope you understand how we reached our decision in this case. If you have any questions, please contact me at (630)961-8820 or ssherwo2@travelers.com

Sincerely,

Stephen Sherwood
Property Unit Manager